

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF TAUNTON

AND

THE TAUNTON POLICE PATROLMEN'S ASSOCIATION

July 1, 2014 through June 30, 2017

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Collective Bargaining Agreement

Between

The City of Taunton

and

The Taunton Police Patrolmen's Association

This contract, effective as of July 1, 2014 except as otherwise provided by its terms, by and between the City of Taunton, hereinafter referred to as "the City" and the Taunton Police Patrolmen's Association, hereinafter referred to as "the Association" is designed to maintain and promote a harmonious relationship between the City of Taunton and such of its employees who are covered by this contract in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION AND BARGAINING UNIT

The City hereby recognizes the Association as the exclusive representative and bargaining agent for all patrolmen and patrolwomen, whether uniformed or not, who are employed in the City's Police Department, but excluding all reserve patrolmen, sergeants, lieutenants, captains, custodians, civilian clerks and the Chief.

ARTICLE II

PAYROLL DEDUCTION OF ASSOCIATION DUES AND AGENCY SERVICE FEES

1. The City shall weekly deduct Association dues from the earned wages of each employee in such amount as determined by the Association, provided that no such deduction shall be made from any employee's wages except when authorized by him on an appropriate form, a copy of which must be submitted to the City. Further, the weekly dues deduction shall also be remitted to the Association on a weekly basis by the City Treasurer/Collector.

2. For any employee who is not a dues paying member in good standing of the Association, it shall be a condition of employment during the life of this collective bargaining agreement that, on or after the thirtieth day following the beginning of such employees employment or the effective date of this agreement, whichever is later, he shall pay an agency service fee to the Association which shall be in an amount equal to the amount required to become and remain a member in good standing of the Association and its affiliates to which membership dues or per capita fees are paid, all as provided in Chapter 150E, Section 12 of the General Laws of the Commonwealth of Massachusetts. Any such agency service fee may be deducted from the salary of any such employee and transmitted to the Treasurer of the Association in accordance with the procedure set forth in Chapter 180, Section 17G of the General Laws, as amended.

ARTICLE III

BULLETIN BOARDS

The City shall permit the use of all bulletin boards located in the police station by the Association for the posting of notices concerning Association business and activities.

ARTICLE IV

DEATH LEAVE

1. Each employee shall be granted leave without loss of pay in the event of a death in his/her immediate family. Such leave shall commence with the day of death and continue up to and include the day of burial. But in no event shall the death leave be of less than five (5) days duration in the case of the death of an employee's spouse, child or step-child, or parent or step-parent. Nor shall it be of less than three (3) days duration in the case of the death of an employee's brother or step-brother, sister or step-sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law or the grandparents of an employee or his/her spouse; in the event that one of these family members lived out of state, the death leave shall not be of less than four (4) days duration.

2. In addition, one day of funeral leave shall be granted to those employees who attend the funeral services for their aunt, uncle, niece, nephew and cousin.

3. In the event any of the relatives mentioned in Section 2 reside within the employee's household, said employee shall be granted three days funeral leave.

4. In the event of a death in a patrolman's most immediate family – namely, parent, spouse or child – the Chief may, at the member's request, place him/her on paid administrative leave for as long as the needs of the particular situation require. If the Chief denies any such request to be placed on paid administrative leave, the patrolman whose request was denied may appeal to the Mayor for reconsideration of the Chief's denial of his/her request. However, a denial of any such request by either the Chief or the Mayor shall not be subject to the contractual grievance and arbitration procedure.

ARTICLE V

PERSONAL LEAVE DAYS AND EXCHANGING OF DAYS OR NIGHTS OFF

1. Each member of the bargaining unit shall be granted five (5) days of personal leave per year without loss of pay provided that no more than two patrolmen on the same shift shall take their personal leave on the same day.

2. Each employee shall have the option of converting up to three (3) vacation days per year to personal leave days as defined in Section 1. The conversion of vacation time to personal time will reduce the employee's vacation for that year by the amount of vacation time so converted.

Employees will make every effort to provide a minimum of twenty-four (24) hour notice of their intent to use a vacation day as a personal leave day. Notwithstanding the limitations in Section 1 for personal leave days, vacation days that are converted to personal leave days shall be granted subject only to the limitation that no permanent sector assignments, as the number of permanent sector manning levels are determined by the City, are left uncovered.

3. Each employee shall be allowed the right to exchange a day or night off with another employee if he is able to secure another employee to work in his place provided that:

- a. Such substitution does not impose any additional costs on the City.
- b. The officer(s) in charge of the relief(s) in which the substitution(s) shall take place is (are) notified not less than one day prior to its (their) becoming effective, except in case of an emergency, in which event notification may be made by telephone.
- c. Said exchange must be approved by the officer(s) in charge of said relief(s) and said approval shall not be withheld without a valid reason. If the exchange is not approved, the officer withholding his approval shall, upon request of the employee involved, state the reason.
- d. Neither the Department nor the City is held responsible for enforcing any agreements made between employees.

4. Each employee shall also be allowed the right to exchange days or nights off with himself within his relief subject to the same procedure and guidelines that are set forth in sub-sections a. through c. of Section 3 except as modified in the administrative regulations that are set forth below. The following administrative regulations shall be applicable to this clause.

a. **Definitions**

1. A **self-swap** is a scheduled relief that is taken off by an employee.
 2. A **pay-back** is a relief worked by an employee in exchange for a self-swap.
 3. A **weekday relief** is any relief that falls between 12:45 AM Sunday and 12:44 AM Friday.
 4. A **weekend relief** is any relief that falls between 12:45 AM Friday and 12:44 AM Sunday.
- b. Weekday reliefs taken by an employee on a self-swap must be paid back on a weekday.
- c. Weekend reliefs taken by an employee on a self-swap must be paid back on a weekend.
- d. A relief taken on a self-swap must be paid back on the same relief - e.g., if an employee self-swaps on the first relief, he must pay it back on the first relief.

e. A self-swap and a pay-back can occur in either order - i.e., either the self-swap may be taken first and be followed by the pay-back or the pay-back may be worked first and be followed by the self-swap.

f. Any self-swap and the pay-back for that self-swap must occur within nine (9) duty cycles of each other; each duty cycle consists of eight (8) days, five (5) days on and three (3) days off.

g. Self-swaps will be allowed down to the following number of sector assignments per relief at the time that the requests for the self-swaps are made without regard to subsection 3a above:

| | |
|----------------------|---|
| <i>First relief</i> | 6 |
| <i>Second relief</i> | 6 |
| <i>Third relief</i> | 6 |

The above number of sector assignments reflects the current minimum sector manning levels that have been established by the City. In the event that the City changes the minimum sector manning levels (either by increasing them or decreasing them) during the term of this Contract, the above number of sector assignments shall be adjusted to reflect that change. However, in the event that the City elects to assign additional Patrol Officers to a particular relief (or portion thereof) or series of reliefs (or portions thereof) on an "impact" or "directed patrol" basis, such assignment shall not change the minimum sector manning levels that are listed above and shall therefore have no impact of any kind on a Patrol Officer's ability to self-swap.

h. Self-swaps shall not be allowed if they would reduce the number of sector assignments per relief below the number set forth in the preceding paragraph at the time that the requests for the self-swap are made even if they would not impose any additional costs on the City.

ARTICLE VI

EQUIPMENT

1.

The Chief of Police shall supply the members of the force with buttons, hat, shield and coat badge, at least eight shoulder patches and additional patches as needed. Each new member of the Police Department shall be provided with (3) badges, one each for his coat, shirt, and hat. Employee who own handguns other than those supplied by the Chief shall, subject to applicable state law and/or regulations, and subject to the Chief's approval (which shall not be unreasonably withheld), be permitted to carry and use them while on duty. All members of the bargaining unit shall have riot gear and riot sticks available to them while on duty. The Chief shall provide all equipment reasonably necessary for the performance of the job of Patrolman. Any equipment provided shall remain property of the Police Department.

2. All members of the Detective Division shall be provided with gold badges simultaneously with their appointment to the position. All detectives will be assigned an unmarked unit which they may keep at their homes when they are not on duty.
3. The City shall reimburse the members of the bargaining unit for their pistol permits and for any other license or permit fees that they must pay in order to perform their duties as Patrolmen in the Taunton Police Department.
4. The City shall provide all necessary equipment for the Police Dive Team and shall replace such equipment as necessary.
5. A complete up-to-date set of the Massachusetts General Laws Annotated and a subscription to the Advance Legislative Service to the same shall be furnished by the City and shall be stored so as to be readily accessible to the members of the Department at all times.
6. All police cruisers shall be supplied with a first-aid kit, a life ring, air conditioning and intermittent wipers. Line police cruisers shall be equipped with a shotgun and patrol rifle.
7. In the event that the City should require the Patrolmen to wear pins with identification numbers in addition to their badges, the City shall provide the necessary pins with identification numbers to the members of the bargaining unit. However, the members of the bargaining unit will not be required to wear any plate, tag or similar device with their names on it.
8. Members of the bargaining unit shall be permitted to wear black "BDUs" with eight (8) point BDU covers while on duty.
9. The Department shall provide bullet resistant vests for officers for wear under the Department's mandatory vest wear policy.
10. Members of the bargaining unit shall be required to purchase a Blouse Coat by no later than June 30, 2008. The Chief of Police shall meet with the TPPA's Negotiating Committee or a representative thereof in order to determine the specific style and color of the said Blouse Coat and, once the style and color are determined, shall then contact the appropriate uniform vendor(s) to arrange for its purchase.

ARTICLE VII

GROOMING

Patrolmen shall have the right to wear a beard or a mustache. If a beard or mustache is worn, it shall be well groomed and neatly trimmed at all times in order not to present a ragged appearance. Full and partial beards are authorized, but patchy, spotty clumps of facial hair are not considered beards and as such are not permitted. The bulk of the beard, (distance that the mass of facial hair protrudes from the skin of the face) shall not exceed one-half an inch (1/2"). The length of the individual facial hair shall be limited to three-quarters of an inch (3/4"). No

portion of any mustache will extend below the lipline of the upper lip. The Chief of Police shall have the responsibility of resolving any questions that may arise pursuant to this Article.

ARTICLE VIII

EXTRA PAID DETAILS

1. The assignment of police officers to extra paid details shall be made by the Chief or his representative on a voluntary basis and shall be distributed among the regular officers as evenly as it is possible; provided that if no volunteer shall be available for a particular assignment, the Chief or his representative may make such assignment. The Chief shall maintain a record of all such assignments which may be examined at any time by a representative of the Association. No officer or other person shall accept any such assignment unless the same is made by the Chief or his representative.

2. Police officers shall be assigned to extra paid details upon the request of any private or governmental body or person or where required by ordinance or statute. In addition, the Chief of Police or his designee shall require that one or more police officers be assigned on an extra paid detail whenever there is work being performed on or near a public street or sidewalk which may obstruct either the flow of traffic or the view of either motorists or pedestrians, block the path of pedestrians or create a hazard to motorists and/or pedestrians, only if said work creates more than a short term interference. Furthermore, whenever there are persistent reports of problems at cafes, clubs, pubs, taverns or similar establishments or at restaurants or eating establishments, including so-called "fast food" establishments operating without police officers on extra paid details, either the Chief or the Association may submit written notification of such persistent problems to the Licensing Commission. The Licensing Commission shall then hold a hearing within thirty (30) days of its receipt of any such notification on the question of whether and under what circumstances one or more police officers shall be required to be present on an extra paid detail at any such establishment as a condition of maintaining its license.

3. All patrolmen who are assigned to extra paid details shall be paid for each hour or portion thereof with a minimum guarantee of four hours at the rate of one and one half times the hourly rate of a third year patrolman. However, the new Detail Hiring Rates will be effective on the first new pay week beginning 30 days after the contract approval of the Municipal Council. For all extra paid details at any time of day on Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, or New Year's Day, the patrolmen working such details shall be paid at the rate of one and one-half time (1 ½) the aforesaid detail rate of pay with a minimum guarantee of four (4) hours. Patrolmen shall be compensated for extra paid details at the same rate of pay irrespective of whether they are worked for the City or for private parties, except that the extra paid detail rate for such school functions (public, private or parochial) shall be forty dollars (\$40) per hour. For purposes of this Section, school functions shall be defined as functions performed for a public, private or parochial educational institution that is located within the City of Taunton at grades pre-K -12 but shall not include non-school functions that may be held at any such school.

4. Notwithstanding the above-referenced minimum guarantee of four (4) hours, the

minimum guarantee for any extra paid detail that is not called in by 7:00 p.m. on the day prior to the start of the detail shall, except in the case of a bona fide emergency that could not have been scheduled in advance or otherwise anticipated, be eight (8) hours minimum. This eight (8) hour minimum shall also be applicable to instances in which a work crew or any other party that was required to hire an Extra Paid Detail Officer pursuant to Section 2 of this Article has failed to do so.

5. If no regular officers are available for extra paid details, they shall first be offered to retired police officers from the Taunton Police Department who have submitted a written statement of their willingness to work such details. No such assignment shall be made to reserve officers unless no regular or retired officer is available. No such assignments shall be made to auxiliary policemen, special policemen or other persons unless no regular, retired or reserve officers are available.

6. All such hours or portion thereof worked between midnight and 8:00 AM shall receive, in addition to the amounts set forth in Section 3, an additional \$1.00.

7. In addition to the amounts set forth in Section 3, a premium payment of \$4.00 per hour, or portion thereof, shall be made when the paid detail either involves an assignment to duty at a location where liquor is to be consumed or results from or is connected with a strike, lockout, picketing or other form of labor dispute.

8. All hours in excess of eight (8) on any assigned paid detail shall be paid at the rate of one and one half (1 1/2) times the amount set forth in Section 3.

9. No officer shall be assigned to nor shall any officer accept any special paid detail unless the pay scale set forth herein is complied with.

10. The bills for all extra paid details will be sent out within seven (7) days of the date on which the work is performed. If any such bill has not been paid within seven (7) days thereafter, a second bill will be immediately sent out with a warning that legal action will be instituted if the second bill is not paid within seven (7) days. If that second bill is still not paid within seven (7) days after it has been sent out – i.e., within a maximum of twenty-one (21) days from the date on which the work was performed – appropriate legal proceedings seeking both payment in full and the statutory criminal penalties shall be instituted by the Chief or his designee. In order to implement and/or supplement the foregoing, the following procedures and/or commitments shall be in effect:

a. The specifications for all jobs contracted by the City shall provide for the payment of all bills for extra paid detail work within seven (7) days after the date of the bill for such work. The specifications for all such work shall further require that any prospective contractor shall, as a condition of being awarded a contract by the City, make an advance payment to the City that is equivalent to twenty five percent (25%) of the estimated cost of the extra paid details; such advance payments shall be reimbursed to the contractors by the City upon satisfaction of all their extra paid detail obligations.

b. All such money that is received by the City in payment for actual or anticipated extra paid details shall be kept in a fund that is separate from all other City funds in accordance with Chapter 44, Section 53C of the General Laws. The City shall appropriate the sum of \$20,000.00 and shall deposit that amount in the extra paid detail fund as an initial deposit. Patrolmen who work extra paid details shall be paid out of the extra paid detail fund within ten working days after receipt by the City of payment for their services or, if such payment is not received by the City, the City guarantees that each patrolman shall be paid in full for all of his work on extra paid details within a maximum of five (5) weeks after the work has been performed.

11. The Guidelines for the Extra Paid Details Hiring System that are attached to this Agreement as Appendix A shall be incorporated by reference herein. If it is determined that a Patrolman has been improperly bypassed or otherwise deprived of an opportunity to work an extra paid detail because the detail was not distributed in compliance with the provisions of this Article and/or the Guidelines (Appendix A) that are attached hereto, that patrolman shall have his or her name moved to the top of the detail list. This movement to the top of the detail list shall eliminate any right to a monetary remedy.

12. a. Whenever the City is informed by a state agency or otherwise becomes aware of a repair, reconstruction or construction project that will be performed on a bridge in the City of Taunton by any state agency or by any subcontractor thereof, the Chief of Police shall assign the Department's Extra Paid Detail Hiring Supervisor and the TPPA President (or the President's designee) to review the proposed project for purposes of determining whether or not an Extra Paid Detail Officer must be hired because the project meets the standard for detail hiring that is set forth in Article VIII, Section 2 of the parties' collective bargaining agreement. Such review may consist of, but not be limited to, an actual physical visit to the proposed worksite, interviewing the appropriate officials of the state agency or subcontractor thereof charged with performing the project in question and/or reviewing proposed plans of the project in question.

b. The Extra Paid Detail Supervisor and the TPPA President (or the President's designee) shall then submit a written report of their findings to the Chief of Police which shall include their recommendation as to whether or not an Extra Paid Detail Officer must be hired by the state agency or subcontractor thereof because the project meets the standard for detail hiring that is set forth in Article VIII, Section 2 of the parties' collective bargaining agreement.

c. If, in the above-described written report or at any other time while the project in question is ongoing, the Extra Paid Detail Supervisor and the TPPA President (or the President's designee) determine that the project meets the standard for detail hiring that is set forth in Article VIII, Section 2 of the parties' collective bargaining agreement, the Chief shall immediately initiate a written communication to the appropriate individual employed by the state agency or subcontractor thereof who is charged with the supervision of the project requesting that an Extra Paid Detail Officer be hired by the state agency or subcontractor thereof pursuant to the recommendation of the Extra Paid Detail Supervisor and the TPPA President (or the President's designee). The Chief's written communication shall be prepared in a form that is acceptable to and approved by the TPPA's Executive Board and shall request that the state agency or subcontractor thereof respond to the Chief's communication in writing within five (5) days.

d. In the event that the state agency or subcontractor thereof fails to hire an Extra Paid Detail Officer as recommended by the Extra Paid Detail Supervisor and/or the TPPA's President (or his designee), the City and the TPPA agree to collaborate by jointly petitioning the Superior Court for injunctive relief in order to compel the state agency or subcontractor thereof to hire an Extra Paid Detail Officer as per the recommendation(s) that is (are) described in Sections B and C above.

e. In the event that the Court refuses to issue the petitioned for injunctive relief, the TPPA agrees that it will be estopped from filing a grievance or any other legal action to force the City to hire an Extra Paid Detail Officer or to collect monetary damages for failure to hire an Extra Paid Detail Officer for the duration of the project in question.

ARTICLE IX

RELIEFS AND SENIORITY

1. When an opening occurs within a relief, including an opening for a special assignment, the vacancy shall be posted in a conspicuous place in each station by the Chief or his representative within four (4) days after the opening occurs. Patrolmen who are on vacation or otherwise absent during the posting period, except those on leave of absence, shall be notified by mail or email of any such opening within the same four (4) day period. Thereafter, the notice shall remain posted for five days. Within fourteen days after the conclusion of the said five (5) day posting period, the senior patrolman who requests in writing within the five (5) day posting period to be placed in the opening shall be given the opportunity to fill it.

In the event that an opening within a relief is posted and no patrolman submits a written request to fill the available position within the five day posting period, the Chief of Police may fill the position by involuntarily transferring the least senior member of the bargaining unit on the other two reliefs provided that the City deems that it is necessary to fill such opening. If the Association disagrees with the City's determination of necessity to fill any such opening by an involuntary transfer, the disagreement shall be subject to the contractual grievance and arbitration procedure solely on the basis of whether such determination was based upon public safety needs.

2. The following special assignments shall be filled by patrolmen at all times so long as the City determines that said positions are to be filled:

Community Police Officers
Assistant Computer Systems Administrator
DARE Officer
Second DARE Officer
Domestic Violence Officer
Assistant Domestic Violence Officer
K-9 Officers
Parking and Meter Maintenance Officer

Plainclothesman
Public Safety Officers
School Resource Officer
Traffic Officers
Validation Officers
Vehicle Maintenance Officer
Licensing Officer

All special assignments that exist as of the date of ratification of this Agreement shall continue to exist throughout the term of this Agreement.

3. Whenever a vacancy occurs in any position that is considered to be a special assignment pursuant to this Article, the vacancy shall be posted as provided in Section 1 above. Officers interested in applying for the vacant post shall submit a letter of application by 5:00 p.m. on the last day of the posting. The Chief of Police shall select, from among those applications who possess the basic qualifications for the position as posted, the one with the greatest seniority, as hereinafter defined, to fill the vacancy. In the event that two or more qualified applicants have the same seniority date, the tie shall be broken based upon the following documented comparative criteria:

1. The applicants' comparative work history and job performance
2. Their prior related work experience
3. Their educational background and training.

4. The following express agreements have been made regarding certain special assignments:

- (a) A Tactical Response Unit shall be established in the Taunton Police Department. The job description for the Tactical Response Unit shall be mutually accepted by the parties before it is implemented. Patrolmen who are assigned to the Tactical Response Unit shall receive a salary differential of six percent (6%) as compensation for their training, qualifications, commitment and availability.
- (b) Two Patrolmen shall be assigned as Validation Officers as mandated by the Criminal Justice Information System (CJIS). The Validation Officers shall receive a special assignment differential of six percent (6%).
- (c) Attached hereto as an appendix to this Agreement is the prior agreement dated January 26, 2000 establishing the working conditions of the K-9 Officers.

5. For the purpose of this Agreement, seniority for a patrolman shall begin with the date of his permanent appointment; in the event two or more patrolmen have the same date of permanent appointment, then their relative standing on the Civil Service list shall be determinative of seniority. In the event that a Patrolman voluntarily resigns his employment with the Taunton Police Department and he is subsequently reappointed to the Department, his date of most recent

permanent appointment for all contractual seniority purposes shall be the date upon which he was reappointed to the Department rather than his original date of permanent appointment. However, nothing in this section shall deprive a Patrolman of any Civil Service seniority right to which he is entitled.

6. The City shall make appropriate arrangements with the Division of Civil Service to have a Sergeant's examination for the Taunton Police Department every two (2) years and shall otherwise take all steps necessary to insure that there is an active certified list for Sergeant at all times.

7. The Chief of Police shall give consideration to seniority and qualifications when exercising his judgment in assigning patrolmen to sector assignments. Whenever a patrolman believes that his assignment to a particular sector or other position on any relief is arbitrary, capricious, unfair or otherwise improper for any reason that is not otherwise expressly provided for in the contract, he may appeal that assignment to the Mayor at any time within the first three (3) months after the assignment. The Mayor shall have the right to remedy any such assignment that he finds to be arbitrary, capricious, unfair or otherwise improper for any reason that is not otherwise expressly provided for in the contract by means of a binding Executive Order.

ARTICLE IXA

SECTOR ASSIGNMENTS

1. As used herein "sector assignments" shall mean the various sector patrol assignments in the City and shall not include such other non-sector patrol assignments as Dispatcher, Houseman, Desk Man, Detective or Plainclothesman, Community Police Officer, or any other Special Assignment in the Police Department whether or not specifically referenced in Section 2 of Article IX.

2. There shall be no fewer than the following number of sector assignments filled by patrolmen at all times:

| | |
|----------------------|---|
| <i>First relief</i> | 6 |
| <i>Second relief</i> | 6 |
| <i>Third relief</i> | 6 |

3. The foregoing Sector Manning Schedule shall be implemented immediately upon the ratification of this Agreement by the TPPA's membership and on July 1 of each fiscal year thereafter upon approval of the funding for this provision of the Municipal Council.

4. The Mayor and/or his designee, the Chief and the Association's representatives shall meet no less frequently than once every three (3) months for the purpose of reviewing the related costs associated with the Sector Manning Schedule. Reports regarding same shall be provided to the Mayor and the Association on a monthly basis.

5. The foregoing Sector Manning Schedule may be terminated by the Mayor during the term of this contract upon thirty (30) days written notice to the Association based only on legitimate and bona fide financial hardship directly related to the Sector Manning Clause. The Association may arbitrate any such determination by the Mayor, in which case the termination of the Sector Manning Schedule shall be delayed until an arbitration decision approving such termination is received. The parties agree that the Arbitrator selected to hear and decide any such claim shall be a permanent arbitrator to be selected in advance by the parties' attorneys and, when selected, his/her name shall be added to this memorandum of agreement and/or to the contract.

6. The Sector Manning Schedule may be terminated by the City at or after the expiration date of the contract (June 30, 2008) or any successor agreement upon thirty (30) days advance notice in writing to the Association.

ARTICLE X

OVERTIME

1. Any patrolman who is called, ordered, requested or required by the Chief of Police or the officer in charge of a relief to report for duty during a period of time that he would normally be off duty shall be paid for such hours at the hourly rate of one and one half (1 1/2) times 1/40th of his regular weekly wage, except on the following holidays for which a patrolman shall be compensated at the hourly rate of two (2) times 1/40th of his regular weekly wage: New Year's Day, after 5:15 p.m. on New Year's Eve, Thanksgiving, Christmas and after 5:15 on Christmas Eve.. Any patrolman who reports for such duty shall receive a minimum of four hours pay at the aforementioned rate.

2. Any patrolman who is detained or required by the Chief of Police or the officer in charge of the relief to remain on duty for at least fifteen (15) minutes beyond his regular tour of duty shall be paid for such time in excess of fifteen (15) minutes beyond his regular tour of duty at the rate of one and one half (1 1/2) times 1/40th. of his regular weekly wage. Any patrolman who so remains on duty for thirty minutes beyond his regular tour of duty shall be paid for a minimum of two hours at the aforementioned rate. It is agreed that no patrolman shall be docked in pay unless he reports fifteen (15) minutes after his scheduled reporting time.

3. Insofar as practicable, overtime shall be allocated on an equitable basis. In order to comply with the intent of this section, overtime assignments shall be allocated by the commanding officer of each relief in the following manner:

a. Each commanding officer shall maintain or be supplied with a roster of each relief showing the number of overtime assignments credited to each patrolman on the relief.

b. The commanding officer will first examine the roster of his own relief and will offer the overtime assignment to those patrolmen who are on a day off or are on vacation starting with the man credited with the fewest overtime assignments. If that man is unavailable or unwilling to accept the assignment, the commanding officer will offer it to

the patrolman credited with the next fewest overtime assignments. This process will be continued until the vacancy is filled.

c. If the commanding officer is unable to fill the vacancy from within his own relief, he shall then refer to the roster of the prior relief and offer the assignment to the patrolmen in that relief starting with the man credited with the fewest overtime assignments and continuing the process until the vacancy is filled.

d. If the commanding officer is unable to fill the vacancy from the prior relief, he shall repeat the same process with the roster for the next relief.

e. Any patrolman who is offered an overtime assignment which he refuses will, for the purposes of this sub-section, be credited with it to the same extent as if he had accepted it. However, any patrolman who is involuntarily ordered in or forced over to work an overtime shift will not be credited with those worked hours for the purposes of determining accumulated hours for overtime hiring.

4. In order to insure that all overtime is allocated as equitably as possible, all overtime work must be recorded on the overtime cards. Ways and means of insuring that this is done shall be developed by the Labor-Management Committee that is hereinafter referred to.

5. When a person is out sick for a portion of a day or longer, he cannot work an overtime shift for five (5) calendar days. This does not include paid details.

ARTICLE XI

SICK LEAVE

1. Each patrolman covered by this Agreement shall be entitled to one and one quarter (1 1/4) days of sick leave with full pay for each month of service.

2. Scheduled days off on which a patrolman is sick shall not be deducted from his accumulated sick leave days; nor shall any days lost due to an illness contracted or injury sustained in the line of duty.

3. Patrolmen shall be entitled to their current sick leave as it becomes earned. Sick leave shall not be taken in advance. There shall be no limit to the number of unused days of sick leave which a patrolman can accumulate.

4. In the event that a member of the bargaining unit exhausts all of his sick leave days, other members of the bargaining unit shall be permitted to cover his shifts on a voluntary basis so that the sick or injured patrolman is able to continue receiving his regular week's pay subject to the proviso that no member of the bargaining unit shall be permitted to provide coverage for another member if providing coverage would bring that member into a mandatory overtime situation under the Fair Labor Standards Act. The compensation for such work shall be paid to the ill patrolman at the direction of the covering patrolman.

5. Patrolmen shall be permitted to voluntarily donate their own sick leave, personal leave or vacation days to other members of the bargaining unit who are unable to work for extended periods of time due to personal or family illness and who have exhausted or are about to exhaust their own sick leave, personal leave or vacation days.

6. A patrolman upon his retirement - or his wife, heirs or estate upon his death - shall receive a lump-sum payment equivalent to seventy five percent (75%) of his regular day's pay at the time of his retirement or death for each unused day of sick leave without any limitation as to the maximum amount; for the purpose of computing this payment, a patrolman's regular day's pay shall be one-fifth (1/5) of his regular weekly wage at the time of his retirement or death. Notwithstanding any other provision in this agreement to the contrary, any new patrolman hired after August 1, 2012, and any lateral transfer patrolman hired after January 1, 2013, may redeem a maximum of two hundred (200) sick days under this paragraph.

7. Any Patrolman who is eligible to receive the Sick Leave Redemption benefit that is described in Section 6 herein may elect to receive such compensation in any one of the following manners so that the Patrolman can mitigate the income tax consequences that may arise:

1. One lump sum payment;
2. Two equal payments, one remitted upon retirement, death or separation from employment as the case may be and one remitted on the following January 1st;
3. Three equal payments, one remitted upon retirement, death or separation from employment as the case may be, one remitted on the following January 1st and the final payment remitted on the January 1st after that; or
4. An annuity plan of the Patrolman's choice.

ARTICLE XII

RECORDS

1. The Chief of Police shall maintain a complete record of all overtime and sick leave accumulation and shall make such records available upon the request of a patrolman or relief representative of the Association. An up-to-date typewritten record of all overtime and sick leave accumulation shall be sent to the secretary of the Association before March 1 of each year of this contract for the purpose of posting on the bulletin boards.

2. Upon request to the Chief, the Association shall have access to and may examine and photocopy all Departmental records that may have an impact upon the working conditions or job requirements of its members. Examples of the kind of Departmental records that are intended to be covered by this clause are arrest records and sector coverage calls.

ARTICLE XIII

COURT TIME

1. As used herein, court time shall mean and include any time, attendance or related service by a patrolman at or in any matter of a criminal or civil nature before any state or federal court, administrative agency or other instrumentality of government such as the Municipal Council or a sub-committee thereof. Any patrolman who is required to or who attends court on his own time in the prosecution of or other performance of police duty in the course of a case or other controversy shall be paid at one and one half (1 1/2) times his regular hourly rate of pay with a minimum guarantee of four (4) hours pay computed on the aforesaid basis.

2. Any payments received by a patrolman pursuant to General Laws Chapter 262, Section 53 shall be deducted from the amount which the City would otherwise be obligated to pay under the above paragraph.

ARTICLE XIV

HOLIDAYS

1. The following days shall be considered as holidays:

| | |
|------------------------|-------------------------------|
| <i>New Years' Day</i> | <i>Martin Luther King Day</i> |
| <i>Presidents' Day</i> | <i>Patriots' Day</i> |
| <i>Memorial Day</i> | <i>Independence Day</i> |
| <i>Labor Day</i> | <i>Columbus Day</i> |
| <i>Veterans' Day</i> | <i>Thanksgiving Day</i> |
| <i>Christmas Day</i> | |

2. Each patrolman covered by this Agreement shall receive for each of the said holidays, holiday pay in the amount of one fourth (1/4) of his regular weekly wage. The holiday pay shall be in addition to his regular weekly wage for that week and shall be paid to each employee regardless of whether or not he performs any duties on such holidays. The holiday pay shall be paid in two lump sum payments. One will be made on the first payday in June and will cover the six paid holidays that fall between December 1, and June 30 and the other will be made on the first payday in December and will cover the five paid holidays that fall between July 1 and November 30. Any employee who retires, resigns or whose employment is terminated for any reason prior to either of the payment dates shall receive with his last pay check a lump-sum payment for all intervening holidays which occurred prior to his retirement, resignation or termination; in the event of the death of an employee, the lump-sum payment for the holidays shall be made to his wife, heirs or estate.

ARTICLE XV

TEMPORARY SERVICE OUT OF RANK

1. Any patrolman temporarily assuming the duties and responsibilities of a higher rank shall receive the pay of that rank for all time spent performing those duties and responsibilities from the time he assumes them until he is relieved of them. The said pay, which for the purpose of this Article shall not include vacation pay, shall be computed on the basis of a five (5) day work week.
2. Any member of the Taunton Police Department who is injured or becomes ill in the line of duty while working in a higher rank shall be compensated at the rate established for such rank for the duration of his absence from the job because of such injury or illness.

ARTICLE XVI

NO HIRING OTHER THAN POLICE PERSONNEL

1. Neither the City of Taunton nor the Chief of Police shall under any circumstances hire or engage any person or persons, whether paid or not, for police duty, other than a regular or reserve member of the Police Department, unless no regular or reserve officer is available.
2. This Article is not intended to affect the hiring of civilians for school crossings and for enforcement of non-arrestable municipal ordinances and non-criminal statutes, regulations, and rules. The Civil Defense Act and its operation by the City shall in no way be affected by this Article.

ARTICLE XVII

ASSOCIATION BUSINESS LEAVE

1. No member of the Association's seven (7) member Negotiating Committee who attends a collective bargaining meeting, grievance meeting or any other meeting with the City's representatives dealing with the administration of this Agreement shall be required to report to work on the day of said meeting.
2. The members of the Association Grievance Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the City and the Association and for the time required to prepare and process grievances, when such activity takes place at a time during which such employee is scheduled to be on duty. Wherever practicable, the Chief or his representative shall be notified at least twenty four (24) hours in advance of the identity of the said members.
3. Members of the Association who attend the annual convention of the Massachusetts Police Association held within the Commonwealth as official delegates shall be excused from

duty and from attendance at a police station or any other place without loss of pay for two days. This clause shall be applicable to up to five (5) members of the Association who attend the annual convention of the Massachusetts Police Association as official delegates.

4. Other reasonable requests for leave with pay for Association conventions and conferences shall be granted wherever practicable by the Chief.

5. The President of the Association shall be allowed eight (8) hours out of every five (5) day tour of duty off without loss of pay in order to devote his/her time to matters involving the administration, enforcement and renegotiation of the collective bargaining agreement, providing representation for the members of the bargaining unit on all employment-related matters and otherwise fostering a harmonious and mutually beneficial working relationship between the City and its representative on the one hand and the Association and its members on the other. During any such release time, the President of the Association shall leave word with the Relief Commander how he may be reached in an emergency and he shall remain on call in the event of an emergency that is serious enough to warrant calling in all off-duty members on the President's relief.

6. There shall be at least one Labor-Management meeting per month at which representatives of the City and the Association shall discuss and attempt to resolve all outstanding issues.

ARTICLE XVIII

ASSOCIATION ACTIVITY PROTECTED

1. No employee of the Taunton Police Department shall be prohibited from or discriminated against in any way for participating in any lawful activity on behalf of the Association or its members.

2. The City agrees that the Association shall have the right to use the police headquarters building, except the Chief's office and records room or any other public building for its meetings.

3. The President of the Association shall be provided with copies of all General Orders, Special Orders and other departmental memoranda upon their issuance.

ARTICLE XIX

DISCIPLINARY ACTION

It is the intent of the parties to this Agreement that no employee covered by this contract shall be removed, discharged, suspended or disciplined in any other manner except for just cause within the meaning of Chapter 31 of the Massachusetts General Laws as the same may be amended from time to time hereafter.

ARTICLE XX

BLUE CROSS/BLUE SHIELD, LIFE INSURANCE

1. The City shall provide health insurance benefits to eligible employees through the Massachusetts Interlocal Insurance Association ("MIIA") Health Benefits Trust effective October 1, 2004. Said health insurance benefits shall be provided at the following contribution rates by the following providers under the following plans:

HMO Policy (HMO Blue New England)

| | | |
|---|----------|-----|
| Existing employees (as of June 1, 2004 and currently enrolled in a city health plan as of June 1, 2004) | City | 77% |
| | Employee | 23% |

| | | |
|--------------------------------------|----------|-----|
| New hires (hired after June 1, 2004) | City | 75% |
| | Employee | 25% |

Indemnity Plan (Blue Care Elect PPO)

| | | |
|---------------|----------|-----|
| All employees | City | 75% |
| | Employee | 25% |

2. The City shall continue to provide its employees life insurance coverage on the same terms as present at the contribution rate of 75% for the City and 25% for the employees.

3. The City Treasurer shall deduct the employees' share for health and life insurance premiums on a weekly basis. The employees' share of the premiums shall be paid on a pre-tax basis pursuant to the City's adoption of a so-called "Cafeteria Plan" for this purpose.

4. The Mayor shall submit Section 8A of Chapter 32B to the Municipal Council for its consideration and will sign such legislation should the Municipal Council vote its acceptance.

5. In the event that MIIA or the third party administrator acting pursuant to its Health Benefits Trust Agreement with the City of Taunton proposes a change in the level of benefits provided or increases employee co-payments, the City shall immediately notify the TPPA and the parties shall bargain over the proposed change(s). In the event that the proposed change(s) is implemented, the City shall bargain with the TPPA over the impact of the change(s).

6. The Union agrees to the City's primary dental carrier effective July 1, 2011.

ARTICLE XXI

ITEMIZED DEDUCTIONS (PAYROLL)

Each weekly payroll check shall be accompanied by an itemized voucher listing the deductions.

ARTICLE-XXII

DAYS OFF

1. The schedule of days off shall be arranged so that patrolmen shall work a "5 and 3" work schedule consisting of five consecutive days on and three consecutive days off.
2. Notwithstanding the foregoing, the Chief may schedule certain patrolmen who are assigned to special duties to work a so-called "5 and 2 Administrative Schedule" which shall consist of Monday through Friday with weekends and all legal holidays off. Patrolmen who are assigned to the "5 and 2 Administrative Schedule" shall be allowed to take an additional twenty two (22) days off during the course of the year at times that are designated by each such patrolman and approved by the Chief, which such approval shall not be unreasonably withheld, in order to provide those patrolmen on the "5 and 2 Administrative Schedule" with the same total number of days during the year as those patrolmen who are on the regular "5 and 3" work schedule.

ARTICLE XXIII

HOURS OF WORK

1. The schedule of working hours for the members of the Police Department shall be as follows:

First relief from roll call at 12:45 AM to 8:15 AM
Second relief from roll call at 8:15 AM to 5:15 PM
Third relief from roll call at 5:15 PM to 12:45 AM

2. All members of the second relief shall be entitled to fifty (50) minutes for lunch to be taken between the hours of 11:45 AM and 2:15 PM. There shall be three lunch periods during that time frame which shall be divided into the following segments:

11:45 AM to 12:35 PM
12:35 PM to 1:25 PM
1:25 PM to 2:15 PM

3. In any instance in which a Patrolman on the Second Relief either is forced to miss his/her scheduled lunch period because of his/her police responsibilities or is delayed in going to lunch as a result of an order or assignment from the Line Commander or other Supervisory Officer, he/she shall have the option of either taking a late lunch period that day or of just working through his/her lunch period and being compensated for such additional work at his/her overtime rate.

4. All members of the First and Third Reliefs shall be entitled to thirty minutes for lunch to be taken at the discretion of the Commanding Officer.

5. Two patrolmen within the Detective Division shall be on standby status each weekend so that they can be called in to control any crime scene that develops over the weekend in order to preserve the evidence and to perform the following functions:

1. Document the evidence.
2. Conduct a complete crime scene search including spiral, strip, gird, zone, and pie searches.
3. Collect the evidence and transport same to the State Police Laboratory.
4. Sketch the crime scene.
5. Record the crime scene with either a video or a camera.

The weekend standby duty shall be evenly rotated among the patrolmen members of the Detective Division and, to compensate the plainclothesmen for their standby duty, they shall have a weekend standby premium added to their salaries which shall be in the amount of three and one half percent (3.5%) of their annual base salaries.

ARTICLE XXIV

VACATIONS

1. Patrolmen with thirty (30) weeks of service prior to June 1 shall receive a two (2) week vacation. Thereafter, Patrolmen shall be entitled to vacation leave in accordance with the following schedule with Patrolmen advancing to the next increment on the schedule on their applicable anniversary date: those with more than one (1) year of service shall receive a three (3) week vacation; those with five (5) years of service shall receive a four (4) week vacation; those with ten (10) years of service shall receive a five (5) week vacation; those with twenty (20) years of service shall receive a six (6) week vacation; and those with twenty-nine years of service shall receive a seven (7) week vacation; provided, however, that if a Patrolman retires in a year where he accumulates an extra week's vacation on his anniversary date, but that Patrolman retires before his actual anniversary date, one week of vacation time shall be deducted from the Patrolman's accrued vacation time for all purposes under this agreement. Up to one week of such vacation for any calendar year may, at the sole option of each patrolman, be carried over into and used during the next calendar year. The vacation entitlement that is set forth herein shall be based upon (a) in the case of a Patrolman hired prior to August 1, 2012, each Patrolman's years of creditable service in the Contributory Retirement System, and (b) in the case of a new Patrolman hired after August 1, 2012, or a lateral transfer patrolman hired after January 1, 2013, each such Patrolman's length of service in the Taunton Police Department. However, the actual selection of vacation weeks pursuant to the process that is described in Section 4 of this Article shall continue to be based solely upon contractual seniority as defined in Article IX, Section 5 of this Agreement.

2. For those patrolmen with less than thirty weeks of service prior to June 1, the Chief shall continue the present practice of granting them a one week vacation when practicable.

3. The vacation weeks for the following calendar year will be drawn during the month of July of the preceding year. The employees in all divisions except for the Patrol Division (for example, the Detectives Division, the Community Police Officers and the Administrative Schedule Personnel) shall continue to select their vacation weeks in accordance with the present practice. The employees in the Patrol Division shall select their vacation periods in the following manner:

a. The employees shall first select their first four weeks of vacation entitlement in the order of their seniority. No more than three Patrol Officers from any group on any relief may take any portion of their first four weeks of vacation entitlement during any one vacation period.

b. After all Patrol Division employees have selected their first four weeks of vacation entitlement, those who are entitled to either five, six, and/or seven weeks of vacation shall select their fifth, sixth, and/or seventh weeks of vacation in the order of their seniority. No vacation periods shall be closed off for the fifth, sixth and seventh weeks of vacation. However, if all three slots for the first four weeks of vacation entitlement in any vacation period for any group on any relief have already been taken, no more than one (1) Patrol Officer may select his fifth week during any such vacation period and no more than two (2) Patrol Officers may select his sixth and seventh weeks during any such vacation period. If only two of the vacation slots in any vacation period for any group on any relief have been selected for the first four weeks of vacation entitlement, then no more than two (2) Patrol Officers may select that vacation period for their fifth week of vacation and no more than three (3) Patrol Officers may select that vacation period for their sixth and seventh weeks and so forth. The ultimate objective of this provision is that there shall be three (3) vacation slots available to Patrol Officers on their first four weeks of vacation, four (4) vacation slots available to Patrol Officers on their fifth week of vacation and five (5) vacation slots available to Patrol Officers on their sixth and seventh weeks of vacation.

4. During his last year of service, a member of the bargaining unit shall accrue vacation pay on a pro-rated basis which shall be paid to him upon his retirement or termination. The computation shall be made on a calendar year basis with the employee being credited with each complete month since the January 1st. prior to the date of his retirement or termination; he shall be credited with the final month of his employment if his retirement or termination occurs after at least half of that particular month has passed. Any Patrolman who is eligible to receive a vacation redemption benefit pursuant to this Section may elect to receive such compensation in any one of the following manners so that the Patrolman can mitigate the income tax consequences that may arise:

1. One lump sum payment;
2. Two equal payments, one remitted upon retirement, death or separation from employment as the case may be and one remitted on the following January 1st;

3. Three equal payments, one remitted upon retirement, death or separation from employment as the case may be, one remitted on the following January 1st and the final payment remitted on the January 1st after that; or
4. An annuity plan of the Patrolman's choice.
5. Patrolmen on disability leave pursuant to Chapter 41, Section 111F of the General Laws shall continue to retain and to accrue all of their vacation rights until they have been on disability leave for a period of 365 consecutive days. During this period of time, they shall retain and accrue their full vacation entitlement for each calendar year in which they are either actively employed or are on disability leave. If their disability leave extends beyond 365 consecutive days, they shall continue to retain all of their vacation rights that they have accrued up to that point in time including those vacation rights which they have accrued during the first 365 days of their disability. However, they shall not accrue any further vacation rights thereafter until they are able to return to active employment. Any such employees who retire because of their disability without ever returning to active employment shall be compensated for all of their unused accrued vacation at the time of their retirement. Any such employees who return to active employment from their disability shall be entitled to take all of their unused accrued vacation time off in accordance with the present practice. The intent of this section is that a patrolman with, for example, fifteen (15) years of service who returns to work after a disability would return with a maximum of eight (8) weeks of vacation entitlement during the year of his return (proportionately less for employees with less than ten (10) years of service and proportionately more for employees with twenty (20) or more or twenty five (25) or more years of service) and that a patrolman with, for example, fifteen (15) years of service who retires because of his disability without ever returning to active employment would be paid for a maximum of eight (8) weeks of vacation entitlement at the time of his retirement (proportionately less for employees with less than ten (10) years of service and proportionately more for employees with twenty (20) or more or twenty five (25) or more years of service). In either case, the total vacation entitlement or vacation pay would be offset by the amount of vacation actually taken in the year in which the patrolman's disability began prior to his being injured.
6. Patrolmen may utilize any of their vacation time as single floating vacation days provided that there is no cost to the city when utilizing vacation days in that manner. Any Patrolman wishing to utilize a floating vacation day shall notify the Chief or his designee in advance. The Chief shall determine in his sole discretion whether or not granting the request would result in a cost to the City, and if he so determines, the Chief shall grant the request and the Patrolman shall designate which of his previously-scheduled vacation days shall be relinquished in exchange for the floating vacation day.

ARTICLE XXV

LEAVES OF ABSENCE

1. Leaves of absence without pay for a limited period not to exceed three (3) months shall be granted for any reasonable purpose. Such leaves may be extended or renewed but not so that the total period of the leave exceeds one (1) year.
2. Any period of time that is extended for a leave of absence without pay under this Article shall not be included in computing a patrolman's seniority or longevity.

ARTICLE XXVI

MATERNITY AND PATERNITY LEAVE

1. Any patrolwoman who is pregnant shall be placed on sick leave for any portion of her pregnancy or post delivery period during which her doctor certifies that she is physically disabled from performing the duties of a patrolwoman in the Taunton Police Department. In addition, after giving birth, a patrolwoman may, at her option, take up to twelve (12) weeks of paid maternity leave without any loss in seniority rights or accumulation.
2. Any such patrolwoman who wishes to extend her leave beyond any such period of physical disability and/or beyond the twelve (12) week period that is referred to in the preceding sentence shall be granted such leave for up to one year following the completion of her period of disability and maternity leave. During such additional leave period, she shall be treated for all purposes as if she were on an unpaid leave of absence under Article XXVI.
3. Any patrol officer who is entitled to either parental or newborn leave pursuant to the provisions of the Family and Medical Leave Act (FMLA) shall have two (2) weeks of paid parental or newborn leave without any loss of pay, seniority (including the accumulation of seniority) or benefits and may, at his/her option, take up to the remaining ten (10) additional weeks that are allowed by the FMLA out of any accrued sick, vacation or personal time that he/she has accumulated without any loss in pay, seniority (including the accumulation of seniority) or benefits.

ARTICLE XXVII

MILITARY LEAVE

Every member of the bargaining unit who is a member of a reserve component of the Armed Forces of the United States shall be granted a leave of absence with pay during the time of his annual tour of duty as a member of such reserve component provided, however, that such leave shall not exceed seventeen (17) days in any given year.

ARTICLE XXVIII

HEALTH AND SAFETY

1. The City shall furnish a place of employment, equipment and working conditions which are as safe and healthful as possible for the members of the bargaining unit. It shall also furnish such safeguards and other devices and shall adopt and use such practices, means, methods, operations and practices as are reasonably necessary to render such place of employment, equipment and working conditions as safe and healthful as possible for the members of the bargaining unit. In addition thereto, the City shall do every other thing that is reasonably necessary to protect the life, safety and health of the members of the bargaining unit to the maximum extent possible.

2. The Association shall designate a Safety Committee consisting of a safety officer for each relief and a member of the Association's Executive Board. The Association's Safety Committee shall meet with the Chief of Police and/or the Police and License Committee of the Municipal Council at least once each month to discuss and make recommendations for improvements for the general health and safety of the members of the bargaining unit.

ARTICLE XXIX

GRIEVANCE PROCEDURE

The Grievance Committee shall consist of the Officers and relief representatives of the Association.

Complaints, disputes or controversies of any kind, which arise between one or more patrolmen and the City or its agents concerning the working conditions, hours of work, wages, fringe benefits or rates of pay referred to in this Agreement, or which are provided for by statute, charter provision, ordinance, rule, regulation or policy which is not in conflict with this Agreement, may be processed as a grievance under the following procedure:

Step 1. Grievances may be first presented by the patrolman and/or the Association relief representative to the superior officer involved, and an earnest effort shall be made to adjust the grievance in an informal manner. The aggrieved employee may communicate with his relief representative over the Department communication system telephone or other available means to advise him of the grievance. The officer in charge may, on request, permit the employee and/or the relief representative to be excused for a reasonable period (as determined by the Superior Officer) from their regular duty without loss of pay for the purpose of a meeting to discuss the grievance.

Step 2. If the grievance is not resolved in Step 1, the grievance shall then be reduced to writing by the Association and presented to the Chief of Police. The Chief, or in his absence, the Acting Chief, shall meet with a member or members of the Grievance Committee within seventy

two (72) hours from the time the grievance is presented to him and he shall answer the grievance in writing within twenty four (24) hours after the meeting. Any grievance that is not instituted at this level within three (3) months of the date on which the incident being grieved occurred or within three (3) months of the date on which the grievant or Association should reasonably have become aware of the occurrence of the incident being grieved, whichever is later, shall be deemed to have been waived. However, any such waiver shall be applicable only to that particular grievance and shall not be considered to be a waiver or relinquishment of the right of the Association to grieve any similar or identical alleged violation in the future or to otherwise enforce future performance of all of the various provisions contained herein.

Step 3. If the grievance is not resolved in Step 2, the Grievance Committee may refer the complaint to the Mayor or his representative within five (5) days from the receipt of the Step 2 answer, exclusive of Saturdays, Sundays and holidays. The Mayor or his representative shall meet with a member or members of the Grievance Committee within five (5) days to discuss the grievance and will answer the grievance in writing within twenty four (24) hours after the meeting ends.

Step 4. If the grievance is not adjusted satisfactorily in Step 3, it may thereafter be submitted within forty five (45) days to the American Arbitration Association for arbitration in accordance with its rules. The losing party in any arbitration proceeding shall pay all of the costs associated with the proceeding, including the complete fee and expenses of the arbitrator, the other party's share of the American Arbitration Association's administrative fee and any other fees and expenses arising out of the said arbitration proceeding. In addition, the losing party shall reimburse the prevailing party for its attorney's fees incurred in connection with any such proceeding which fees shall be billed at the attorney's regular rate.

All grievances beyond Step 1 shall be presented in writing through the steps of the grievance and arbitration procedure and shall state in reasonable detail the nature of the grievance and the remedy requested.

The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the arbitrator, unless the parties agree to modify the scope of the hearing. The award of the arbitrator shall be final and binding upon the parties covered in this Agreement.

Any dispute which is submitted as a grievance for resolution under this Agreement shall not be arbitrable under any section of this Agreement if such dispute or grievance is a suitable matter for submission to the Massachusetts Civil Service Commission unless the employee waives in writing his rights under Civil Service.

Any of the time limits set forth in this Article may be modified in any case by mutual agreement of the parties.

ARTICLE XXX

INDEMNIFICATION OF PATROLMEN

Section 1: In General

This article is intended to apply to situations where an officer sustains an injury or an accident in the performance of the officer's duty. Whenever the word "injury" is used in this Article, it shall also be construed to include any illness or sickness sustained by an officer in the performance of his duty. The parties recognize that G.L. c. 41, § 100 shall govern whether and to what extent the City will indemnify an officer for the officer's medical expenses and charges resulting from such accidents and injuries. The parties agree that G.L. c. 41, § 111F and the terms of this agreement shall govern whether and to what extent an officer shall be granted leave without loss of pay as a result of an officer's incapacitation for duty from an injury sustained in the performance of his duty, and, consistent with G.L. c. 150E, § 7, should there be a conflict between the terms of G.L. c. 41, § 111F and the terms of this agreement that are within the scope of negotiations pursuant to G.L. c. 150E, § 6, then the terms of this agreement shall prevail. Nothing in this Article shall in any way infringe upon an officer's right to select for himself what medical provider(s) shall actually render medical treatment to the officer.

Section 2: Administration

1. Whenever an officer sustains such an injury or accident, the officer shall be required to submit a written report of the events giving rise to the injury or accident to the Police Chief or patrol supervisor within twenty-four hours of the end of the officer's shift. This reporting timeframe may be extended at the discretion of the Chief or the patrol supervisor. In the event that an officer's condition prevents the submission of said written report within the specified timeframe, the report shall not be due until such time as the officer is reasonably capable of submitting a written report.
2. Whenever an officer suffers such an injury or accident, the Chief may require the officer to be examined by a physician selected by Chief, for the purpose of advising the City. In the event the officer's condition prevents him from reporting to such City physician, the officer shall not be required to report there until he is reasonably capable of doing so.

Section 3: Leave Without Loss of Pay Under G.L. c. 41, § 111F

A. Requests for Leave

1. An officer requesting leave without loss of pay under G.L. c. 41, § 111F (hereinafter "ILD pay") shall make written application therefor on a standard form to be

promulgated and kept by the Chief for this purpose.

2. Upon request of the Chief, the officer shall attach to the application any or all of the following: his written report (see Section 2(1), above), and medical documentation from the officer's physician or treating facility documenting the nature of the injury, accident, or illness, the officer's diagnoses, the officer's prognosis for future medical treatment, and expected return to work date.

B. Procedure for Responding to Requests for Leave

1. The Chief of Police shall make reasonable efforts to make a response to an officer's request for ILD pay as quickly as possible.
2. If it is immediately apparent to the Chief that the officer is eligible for ILD pay, the Chief shall approve the request.
3. If it is immediately apparent to the Chief that the officer is not eligible for ILD pay, the Chief shall deny the request. The officer shall have the right to file an appeal of that determination pursuant to the terms of Subsection C, below.
4. If the Chief has not denied the request, and it is not immediately apparent to the Chief that the officer is eligible for ILD pay, the following procedures shall apply:
 - a. The officer shall be placed on sick leave pending a determination by the Chief. If the officer exhausts all sick leave pending the Chief's determination, the officer shall use other accrued personal and vacation leave until a determination is made.
 - b. In the event that the officer exhausts all sick, personal and vacation leave prior to the time a determination is made by the Chief, the officer shall be placed on paid administrative leave until such determination is made. The officer will not be required to reimburse the City for paid administrative leave used while the Chief is determining whether to approve the officer's request for ILD pay.
 - c. The Chief shall endeavor to render a determination as quickly as reasonably possible, and all parties (to include the officer, the union, the Chief, and other agents of the City) shall have an affirmative obligation to act in good faith and cooperate with each other in an effort to provide as much information as the Chief reasonably requests in order for the Chief to make a determination. Upon the Chief's request, the officer will submit all available medical and other documentation to support the request and shall sign whatever documentation the officer's medical providers may require in order for the Chief to receive medical documentation directly from said providers.

- d. In the event that the Chief eventually grants the request for ILD pay, (i) the officer shall be placed on ILD retroactive to the date of request, (ii) the officer's sick, personal, and vacation days shall be restored, (iii) any period where the officer was placed on paid administrative leave shall be converted to ILD pay, and (iv) the officer shall be made whole for any taxes that were deducted (and any other tax ramifications) while using accrued or paid administrative leave that otherwise would not have been deducted if the officer were on ILD pay status.
- e. In the event that the Chief eventually denies the request for ILD pay, the Chief shall inform the officer in writing, and the officer shall have the right to file an appeal of that determination pursuant to the terms of Subsection C, below.

C. Officer's Appeal of Chief's Denial of Request for Leave

1. Within ten (10) days of being informed of the Chief's denial of the request for ILD pay, the officer may, in writing, appeal the denial to the Mayor, who shall review the officer's request de novo, and who may designate other city officials to investigate the matter on his behalf.
2. The officer shall be placed on sick leave pending a determination by the Mayor. If the officer exhausts all sick leave pending this determination, the officer shall use other accrued personal and vacation leave until a determination is made.
3. In the event that the officer exhausts all sick, personal and vacation leave (or has already exhausted all sick, personal and vacation leave) prior to the time a determination is made by the Mayor, the officer shall be placed on paid administrative leave until such determination is made, unless the officer elects, in writing, to take unpaid FMLA leave. During any such period of paid administrative leave, the officer shall be deemed to be borrowing against future sick leave (to be capped at thirty days' deficit), which, upon returning to duty, shall be deducted from future allowances immediately upon accrual thereof until such deficit is eliminated. In the event that the officer separates from City service prior to the time the deficit is eliminated, the officer shall, at the time of separation, apply accrued but unused personal and vacation days to satisfy any such deficit. If, at the time of separation, there remains any such deficit, the officer shall be obligated to reimburse the City for the remaining number of days of any such remaining deficit, at the same per diem rate of pay that the officer received such pay.
4. To assist his determination, the Mayor or his designee shall have the right (i) to have the officer undergo an independent medical examination ("IME") by such physicians or other medical provider(s) chosen by the Mayor and who shall practice in the same or substantially similar medical areas as the officer's medical provider(s), (ii) to

require the officer to submit all available medical and other documentation to support the request and to sign whatever documentation the officer's medical providers may require in order for the Mayor to receive medical documentation directly from said providers, (iii) to have the officer's medical records reviewed by such consultants or insurers that the Mayor deems advisable, and (iv) to undertake such other investigation as the Mayor deems appropriate.

5. In the event that the officer undergoes an IME, the report of any such IME(s) shall be provided to the officer. The officer and the union shall have the right to submit additional written materials, including further reports of the officer's own medical providers, to the Mayor in rebuttal to any such IME report(s).
6. If, after review, the Mayor eventually grants the officer's request, the provisions of subsection B(4)(d), above, shall apply.
7. If, after review, the Mayor denies the officer's request, the Mayor or his designee shall inform the officer in writing, and the officer may continue an appeal by electing one of the two methods of dispute resolution outlined in paragraph 8 of this subsection, below.

8. Dispute Resolution:

- a. Within ten (10) days of being informed of the Mayor's denial, the officer may, by informing both the Chief and the Mayor in writing, continue his appeal by electing either arbitration or the binding third medical opinion determination.
- b. Until dispute resolution is finally resolved, the provisions of paragraphs 2, 3, and 6 of this subsection C, above, relating to sick, personal, vacation, and paid administrative leave, and sick leave deficits and the repayment thereof, shall remain in effect. In the event that the officer accrues a thirty day deficit of sick leave, the officer shall be placed on unpaid FMLA leave by the City.
- c. Arbitration. The parties agree that any dispute regarding requests for ILD pay leave may, at the officer's option, be submitted to arbitration pursuant to Step 4 of the grievance procedure of this collective bargaining agreement, subject to the standards set forth under G.L. c. 41, § 111F.
- d. Binding Neutral Third Medical Opinion. In lieu of arbitration, the officer may elect to have the ILD pay dispute resolved by a binding neutral third medical opinion determination, pursuant to the following parameters:
 - i. The third medical provider must practice in the same medical area(s) as the medical providers selected by the officer and the City.

- ii. The third medical provider shall be chosen by the agreement of the officer's medical provider and the medical provider selected by the City.
- iii. Representatives of both the officer and the City shall have the right to be present at a portion of evaluation of the officer conducted by the neutral third medical provider, and shall have the right to submit written documents to the neutral third medical provider.
- iv. The fee for the neutral third medical provider shall be paid equally by the union and the City.
- v. The parties shall be bound by the medical opinion rendered by the neutral third medical provider.

D. Terms of ILD Leave

- 1. While on ILD pay, the officer shall, for a period of one year, continue to accumulate all sick, personal, and vacation leave.
- 2. Once an officer shall have been on ILD leave for twelve consecutive months, the Chief shall file for that officer's involuntary retirement.
- 3. The Chief, with the permission of the Mayor, may file a petition for involuntary retirement for an officer who has been on ILD leave for a period of less than twelve consecutive months if there is sufficient medical information that the officer will be unable to return to work. The City agrees that such a petition shall not be made arbitrarily or capriciously, but will be based solely upon medical information.
- 4. While an officer is on ILD leave, the officer shall be under a continuing obligation (a) to submit all available medical and other documentation to support the officer's continuation of ILD pay as may be requested from time to time by the Chief, and (b) to sign whatever documentation the officer's medical providers may require in order for the City to receive medical documentation directly from said providers.
- 5. While an officer is on ILD leave, the officer shall not be removed from such status unless (a) the officer is granted a hearing before the Mayor or his designee and it is established at said hearing that the officer is no longer incapacitated for duty, or (b) a Binding Third Medical Opinion is issued pursuant to paragraph 6, below, that the officer is no longer incapacitated for duty.
- 6. While an officer is on ILD leave, the Chief may require an officer to undergo an examination by such physicians or other medical provider(s) designated by the Chief who shall practice in the same or substantially similar medical areas as the officer's medical provider(s) to determine whether or not the officer remains incapacitated for

duty. This paragraph is subject to the following:

- a. The Chief shall not arbitrarily refer an officer for such an examination, but shall have a good faith reason for such referral which shall be articulated to the officer at the time of the referral.
- b. Notwithstanding the provisions of subparagraph 6(a) immediately above, the Chief may refer any officer who has been receiving ILD pay for a period of six or more consecutive months to such an examination.
- c. Once an officer undergoes such an examination, the Chief shall not refer that officer for another such examination until at least thirty days after the previous such examination.
- d. If, following such an examination, there is a conflict between the officer's medical provider and the City's physician or other medical provider as to whether the Officer remains incapacitated for duty, the question shall be resolved pursuant to the Binding Third Medical Opinion procedure set forth in subsection C(8)(d), above; except that, in this instance, the City shall be required to pay the entire fee of the neutral third medical provider.

Section 4: Indemnification for Medical Expenses

A. Application for Indemnification

1. An officer requesting indemnification for his reasonable hospital, medical, surgical, chiropractic, nursing, pharmaceutical, prosthetic, and related expenses and reasonable charges for chiropody (podiatry) incurred as the natural and proximate result of an accident occurring or of undergoing a hazard peculiar to his employment, while acting in the performance and within the scope of his duty without fault of his own under G.L. c. 41, §100 (hereinafter "Indemnification") shall make written application therefor on a standard form to be promulgated and kept by the Chief for this purpose.
2. Attached to the application shall be the officer's written report (see Section 2(1), above), and medical documentation from the officer's physician or treating facility documenting the nature of the injury, accident, or illness, the officer's diagnoses, the officer's prognosis for future medical treatment, and expected return to work date.
3. Indemnification, and the approval, denial, and appeals of denials thereof, shall be governed by the provisions of G.L. c. 41, § 100.
4. Officers believing any medical procedures to be reasonably necessary for their care and treatment should have the treatment performed. The City shall not under any

circumstances be placed in the position of pre-approving an officer's medical treatment.

ARTICLE XXXI

EMPLOYEE RIGHTS

1. Where an employee reasonably believes that an investigation will result in disciplinary action, he may insist on an Association representative and/or attorney of his own choosing being present as a condition of participating in an investigatory interview.

2. Where an employee is ordered to prepare a report or a written statement that he reasonably believes will result in disciplinary action, he may insist that he be given the opportunity to consult with an Association representative and/or attorney. If the patrolman insists upon exercising this right, he shall be given forty eight (48) hours to submit the report or statement. It is understood by the parties that this clause is not intended to be applicable to those kinds of reports that patrolmen routinely prepare in the performance of their normal duties and responsibilities.

3. The City currently maintains a civil liability insurance policy which covers the members of the patrolmen's bargaining unit. The City agrees to maintain that policy in effect throughout the term of the new contract. The City shall provide the Association with a copy of the civil liability policy.

ARTICLE XXXII

MANAGEMENT RIGHTS

1. It is recognized by the parties hereto that the City retains all of the usual and customary management rights, subject to the terms of this Agreement.

2. This Agreement shall not be construed to deprive employees of the Department of any benefits or protection granted by federal, state, county, municipal or departmental statute, ordinance, rule or regulation, as the same may be hereinafter amended.

3. The present practice of granting patrolmen two hours off for dinner on Christmas Day and Thanksgiving Day shall continue.

ARTICLE XXXIII

SUBSTANCE TESTING OF APPLICANTS

The City may continue its present practice of testing applicants for employment in the Police Department for drug and alcohol abuse at the time of their regular pre-employment physical examinations provided that such pre-employment testing is not found to be either unconstitutional or otherwise legally invalid by any governmental agency or court of competent

jurisdiction. However, this provision is not to be implied or inferred as permitting any such testing of employees at any time after their appointment to the Police Department.

ARTICLE XXXIV

SALARY SCHEDULES

The following across-the-board salary increases shall be implemented on all steps of the TPPA's Salary Schedule as of the following dates:

- a. July 1, 2014 1%
- b. July 1, 2015 2%
- c. July 1, 2016 2%

1. July 1, 2014- June 30, 2015

| | |
|--------------------------------|--------------------|
| <i>*Police Academy Step</i> | <i>\$43,577.35</i> |
| <i>First year of service</i> | <i>\$50,517.44</i> |
| <i>Second year of service</i> | <i>\$50,735.01</i> |
| <i>Third year of service</i> | <i>\$52,978.38</i> |
| <i>Sixth year of service</i> | <i>\$55,627.30</i> |
| <i>Twelfth year of service</i> | <i>\$58,408.66</i> |

2. July 1, 2015-June 30, 2016

| | |
|--------------------------------|--------------------|
| <i>*Police Academy Step</i> | <i>\$44,448.90</i> |
| <i>First year of service</i> | <i>\$51,017.62</i> |
| <i>Second year of service</i> | <i>\$51,749.71</i> |
| <i>Third year of service</i> | <i>\$54,037.95</i> |
| <i>Sixth year of service</i> | <i>\$56,739.84</i> |
| <i>Twelfth year of service</i> | <i>\$59,576.84</i> |

3. July 1, 2016 - June 30, 2017

| | |
|--------------------------------|--------------------|
| <i>*Police Academy Step</i> | <i>\$45,337.87</i> |
| <i>First year of service</i> | <i>\$52,037.97</i> |
| <i>Second year of service</i> | <i>\$52,784.70</i> |
| <i>Third year of service</i> | <i>\$55,118.70</i> |
| <i>Sixth year of service</i> | <i>\$57,874.64</i> |
| <i>Twelfth year of service</i> | <i>\$60,768.37</i> |

*This Police Academy Step shall be in the amount of the current First Step on the Salary Schedule. The Police Academy Step shall include no other differentials or roll-ins. From that

date forward, this new Police Academy Step shall be increased in the same amount as any other increases to the Salary Schedule that are negotiated between the TPPA and the City.

5. For each week during the term of this Agreement, the weekly salary of each patrolman shall be computed on the basis of the applicable annual salary.

6. In addition to the foregoing general salary schedules, all patrolmen shall receive hazardous duty pay in the amount of five percent (5%) of their base salary. The hazardous duty pay shall be included in each patrolman's regular weekly pay check and it shall be included in his base pay for all computational purposes such as computing his overtime rate and his retirement benefit.

7. For each year covered by this Agreement, any patrolman who serves in any of the special assignment positions listed below shall receive, in addition to his regular salary and whatever longevity pay, hazardous duty pay, educational increments and lunch differential that he may be entitled to, a sum equivalent to six percent (6%) of his regular salary:

*Computer Systems Administrator
Parking Control and Meter Maintenance Officer
Plainclothesman
Public Safety Officer
Vehicle Maintenance Officer*

8. A differential of five percent (5%) of his regular day's pay shall be paid to a certified Emergency Medical Technician for any day on which he utilizes his skills as an Emergency Medical Technician in the performance of his regular duties.

9. A differential of five percent (5%) of his regular day's pay shall be paid to a certified Underwater Diver for any day on which he or she is or was assigned to an underwater diving assignment. In addition, a differential of five percent (5%) of his regular day's pay shall be paid to a Taser Officer for any day on which he or she is or was assigned to a Taser Officer assignment.

10. Any patrolman who serves in the position of Dispatcher, which shall be considered to be a Special Assignment, shall be paid a premium equivalent to six percent (6%) of his/her regular salary for any day on which he/she is assigned to and working at dispatching duties. Patrolmen so assigned shall serve in a professional manner.

11. Unless otherwise specified in this Agreement, all special assignment officers shall receive a six percent (6%) special assignment premium. However, the Second DARE Officer and the Assistant Domestic Violence Officer shall receive the special assignment premium only for those days on which they actually perform the duties of their special assignment for any portion of the day.

12. Patrolwomen shall receive the same as patrolmen with an equivalent number of years of service.

13. Reserve officers shall be paid no less than one fifth (1/5) of a first year patrolman's weekly salary for each day worked.

14. Effective July 1, 2014, all patrolmen who are employed on the second relief shall receive a lunch period differential in the amount of three percent (3%) of their base salary; effective July 1, 2015, the lunch differential shall become three and one-half percent (3.5%); and, effective June 30, 2017, the lunch differential shall become four and one half percent (4.5%) of their base salary.

The lunch period differential shall be included in the regular weekly pay check of each patrolman on the second relief and it shall be included in his base pay for all computational purposes such as for computing his overtime rate and his retirement benefit.

15. Effective July 1, 2014, all patrolmen who are employed on the first and third reliefs shall receive a night shift differential in the amount of one and one-half percent (1.5%) of their base salary; effective July 1, 2015, the night shift differential shall become two percent (2%); and, effective June 30, 2017, the night shift differential shall become three percent (3%) of their base salary. The night differential shall be included in the regular pay check of each patrolman on the first and third reliefs and it shall be included in their base pay for all computation purposes such as for computing their overtime rate and their retirement benefit.

16. Because of the increase in the nature of violent calls received by the Taunton Police Department and responded to by members of the Patrol Division and due to the significant increase in the workload of the members of the Patrol Division, a Patrol Division Incentive of one percent (1%) shall be established which shall be included in each applicable Patrolman's regular weekly paycheck and shall be included in his base pay for all computational purposes such as computing his overtime rate and his retirement benefit. The parties' collective bargaining agreement shall be amended at the appropriate place in order to reflect the creation of this Patrol Division Incentive.

17. The payday may be changed from Thursday to Friday at the option of the City, provided ~~that all other unions are in agreement.~~

ARTICLE XXXV

RESERVE OFFICERS AND NEWLY APPOINTED PATROLMEN

1. In the event that a reserve officer is properly engaged under the terms of this Agreement, he shall receive no less than one fifth (1/5) of a first year patrolman's weekly salary for each day worked. In addition, he shall be paid for any additional work he performs at the rate prevailing in this contract for a first year patrolman.

2. While at the Police Academy, newly appointed patrolmen shall be considered to be on a "5 and 2" schedule with the additional time off under the "5 and 3" schedule with which such new patrolmen have previously been credited upon assuming their regular duties being credited to their personal sick leave accounts instead.

ARTICLE XXXVI

F.B.I. SCHOOL

The City agrees to send at least two members of the Police Department per year to the F.B.I. School at Quantico, Virginia. All expenses of the officers selected shall be borne by the City. The officers selected shall be paid their regular salaries while attending the school.

ARTICLE XXXVII

EDUCATIONAL INCREMENTS

1. The City has accepted the provisions of the Police Career Incentive Program set forth in Chapter 41, Section 108L of the General Laws. Police officers taking advantage of this program shall accumulate points for all semester credits and degrees earned in an educational institution accredited by the New England Association of Colleges and Secondary Schools or by the Board of Higher Education. Points shall be accumulated as follows:

- a. One (1) point for each semester hour credit earned toward a baccalaureate or associate degree.
- b. Sixty (60) points for an associate degree.
- c. One hundred and twenty (120) points for a baccalaureate degree.
- d. One hundred and fifty (150) points for a degree of master or for a degree in law.

Base salary increases for such accumulations of points shall be granted in the following manner:

- a. A three (3) percent increase for ten (10) points so accumulated.
- b. A six (6) percent increase for twenty five (25) points so accumulated.
- c. A ten (10) percent increase for forty (40) points so accumulated.
- d. A fifteen (15) percent increase for sixty (60) points so accumulated or for earning an associate degree
- e. A twenty (20) percent increase for one hundred and twenty (120) points so accumulated or for earning a baccalaureate degree.
- f. A thirty (30) percent increase for one hundred fifty (150) points so accumulated or for earning a master degree or a degree in law.

2. In addition to the above program, an officer shall, until such time as he accumulates ten (10) points, receive \$10.00 per year for each semester hour for which a passing grade is received.
3. Notwithstanding any contrary provisions of Section 108L of Chapter 41, all members of the bargaining unit shall, as a matter of contractual obligation, be compensated for their educational increment points, in accordance with the schedules set forth in Sections 1 and 2.
4. The City shall reimburse all members of the Police Department who attend any such courses for the expenses which they incur in the purchase of textbooks and for the registration fees required for such courses.
5. The educational increments that are paid pursuant to this Article shall continue to be paid irrespective of any subsequent legislative action of any kind affecting Chapter 41, Section 108L of the General Laws.
6. Copies of all notices and circulars received by the Police Department pertaining to course offerings available to members of the Department shall be posted upon receipt.

ARTICLE XXXVIII

COMPLAINT PROCEDURE

1. It is agreed that no action of any kind shall be taken on any complaint against any patrolman unless the complaint is submitted in writing, signed by the complainant and sets forth the place, date, time and circumstances of the matter complained of. Any such complaint shall be immediately forwarded to the Chief of Police who shall, within forty-eight (48) hours thereafter, supply copies of the complaint to the patrolman named therein, the President of the Association and the commanding officer of the patrolman's relief. Except as provided below, this Article is equally applicable to complaints that are initiated against a Patrolman by a citizen (referred to as a "Citizen's Complaint") as well as any and all Departmental disciplinary matters that are initiated against a Patrolman by a Supervisory Officer, the Chief of Police, or an authorized agent of the City (referred to as a "Departmental Complaint").

- A. All Complaints (whether Citizen's or Departmental) shall first be screened by the Police Chief who shall review the Complaint and any accompanying documentation. In the event that the Police Chief determines that the Complaint does not have merit, the Chief may dismiss the Complaint at his own discretion and no further action shall be taken on the Complaint.
- B. With respect to a Citizen's Complaint only, if the Chief determines that such Complaint does have merit, he shall refer said Complaint to the Three Member Panel and the provisions that are set forth in Sections 2 through 8 of this Article shall be followed.
- C. With respect to a Departmental Complaint only, the Chief shall retain his discretion under Chapter 31, Section 41 of the General Laws, as amended, to

impose discipline upon a Patrolman without a hearing, and the Patrolman involved shall have no right to a Three Member Panel Hearing and the provisions of Sections 2 through 8 of this Article. However, any Patrolman who is so disciplined by the Chief of Police still retains his right to appeal such disciplinary action under either the applicable Civil Service Law or Article XIX (Disciplinary Action) of the parties' collective bargaining agreement. Further, it is agreed that a Patrolman who has been disciplined without a hearing in accordance with Chapter 31, Section 41 of the General Laws, as amended, with a referral to the Appointing Authority for further action may request a hearing as outlined in Sections 2 and 3 of this Article prior to the referral to the Appointing Authority.

2. A three-member panel consisting of the Chief or his designee, the President of the Association or his designee and the Mayor or his designee shall conduct an investigatory hearing within seven (7) days after the Chief's receipt of the complaint. The Patrolman named therein shall be in attendance at such hearing together with his relief representative and, if he desires, with an attorney of his own choosing. The complainant shall also attend this meeting and shall be subject to questioning by the patrolman involved or by his representative or attorney. If the complainant fails to appear at the said hearing, no further action shall be taken on the complaint.

3. If, following the hearing before it, the three (3) member panel believes that further action may be warranted, it shall, within one week of the said investigatory hearing, submit a report of its findings to the President of the Municipal Council, copies of which shall be promptly served upon the patrolman involved, his commanding officer, his relief representative and his attorney. Thereafter, before any further action is taken, a hearing shall be held before the Municipal Council which shall, at the option of the patrolman named in the complaint, be public. The Municipal Council may, for good cause shown, order that the hearing be private. At any such hearing, irrespective of whether or not it is public, the patrolman shall, if he desires, be represented by an attorney of his own choosing. The patrolman, or his attorney, shall have the right to examine the complainant and any supporting witnesses on any matters that are relevant to the complaint and shall have the right to present witnesses to testify in his behalf. If the complainant does not appear at this hearing, no further action shall be taken on the complaint.

4. No action shall be taken on any such complaint unless the hearing described in the preceding paragraph is held within one week after the panel submits its report -- except where the patrolman involved, or his attorney, requests a continuance -- and unless any action that is taken is taken within one week following the completion of the hearing.

5. All evidence in support of any such complaint must be submitted at the initial hearing before the three (3) member panel. Any newly discovered evidence in support of any such complaint must be provided to the patrolman against whom the complaint has been lodged immediately upon its discovery and at least twenty four (24) hours in advance of any subsequent hearing on the complaint. Similarly, any exculpatory evidence with respect to any such complaint must be provided to the Patrolman against whom a complaint has been lodged immediately upon its discovery and at least twenty four (24) hours in advance of any hearing on the complaint.

6. Neither the name of a Patrolman against whom a complaint has been lodged, nor the nature of the complaint, nor any other information pertaining to the complaint shall be released to the public, to the press or to any other outside source by either the City or the Association or by either of their respective agents until after the complaint has been fully disposed of before and by the Municipal Council.

7. Any of the time limits set forth herein may be continued or extended at the request of the officer involved.

8. Any patrolman against whom a complaint has been filed shall have the option of recording any hearing held pursuant to this Article. In any case in which the patrolman involved elects to record a hearing, the City may also record that particular hearing.

ARTICLE XXXIX

PARALLEL COMPLAINT PROCEDURE

A. A patrolman who has a complaint against the Chief or a superior officer (other than an alleged violation of this Agreement or an alleged unfair labor practice) may file such complaint with the Chief of Police or, if the complaint is against the Chief, with the Mayor's office. The complaint shall be investigated and the investigation shall include a meeting before either the Chief or the Mayor as provided above with the complaining patrolman and the superior officer involved both being present.

B. In the event that the complaining officer feels that he is being retaliated against or disciplined because he filed a complaint, he may challenge such retaliation or discipline by requesting a hearing before the Mayor or his designee. At said hearing, the officer must demonstrate that the filing of the complaint was either a substantial or the motivating factor for the retaliatory or disciplinary action taken against him. This procedure shall be in addition to any other procedure that is otherwise available to any such patrolman either under the contract or under the statutory law.

ARTICLE XL

COMMUNITY POLICING PROGRAM

The City of Taunton and the Taunton Police Patrolmen's Association agree to cooperate in the implementation of a Community Policing Program. Community Policing Assignments shall be walking assignments, but officers so assigned shall be provided with a police vehicle for duration of each shift. Employees so assigned shall work a "5 and 3" schedule but their schedule of hours may vary from the hours provided in Article XXIV. An employee's initial assignment to the Community Policing Program as provided herein shall be voluntary and such employees shall be paid a six percent (6%) differential. The Association agrees that it will take no action to discourage volunteers.

ARTICLE XLI

CONSTRUCTION OF CONTRACT TERMINOLOGY

1. The use of the word "he", "him" or "his" in this contract is based upon historical usage and the parties agree that these or similar words shall not be taken to refer to male employees only, but rather shall be deemed to refer to all employees covered by the contract. It is the intent of the parties hereto to have all terms of this contract apply to all members of the bargaining unit, whether male or female.

2. Unless the context plainly requires a contrary construction, the use of such terms as "patrolman", "police officer", "officer", "member of the Department", "member of the bargaining unit", "employee" and any similar term shall all be deemed to refer to the employees covered by this Agreement. For the purpose of implementing Articles VIII and XVI, the aforesaid terms shall be deemed to include all members of the Police Department except for managerial and/or confidential employees.

ARTICLE XLII

IMPLEMENTATION

The Mayor of the City of Taunton shall promptly submit to the Municipal Council and to the General Court appropriate requests for the appropriations, ordinances and legislation necessary to implement the terms of this Agreement.

ARTICLE XLIII

SEVERABILITY

1. Each clause in this Agreement is totally severable from every other clause thereof.
2. If any clause should be declared by any court or agency of competent jurisdiction or be found to be for any other reason invalid or unenforceable, the validity of all other clauses of this Agreement shall be unaffected thereby and shall remain in full force and effect.

ARTICLE XLIV

RIGHTS AND PRIVILEGES

All other job benefits enjoyed by the employees, which are not specifically provided for or abridged in this Agreement, are hereby protected by this Agreement.

ARTICLE XLV

DURATION

This contract shall be effective as of, and retroactive to, July 1, 2014 except as otherwise provided herein, and shall continue in full force and effect until June 30, 2017 except as otherwise provided herein, and thereafter until a successor contract is executed.

ARTICLE XLVI

FAMILY AND MEDICAL LEAVE

1. Purpose and Scope

The purpose of this Policy is to establish the eligibility, duration and procedural requirements relating to the administration of leave in accordance with the Federal Family and Medical Leave Act of 1993 ("FMLA") for all members of the bargaining unit represented by the Taunton Police Patrolmen's Association ('TPPA').

2. Applicability

FMLA shall be available to those employees who have worked at least 1,250 hours during the twelve (12) month period prior to the date upon which the employee requests or is designated FMLA leave. This policy is applicable to all employees covered by the TPPA collective bargaining agreement. In determining whether a TPPA employee has met the 1,250 hour eligibility requirement, all hours actually worked and all hours for which an employee has been granted leave pursuant to G.L. c. 41 § 111F shall be counted.

3. Definitions

1. Intermittent Leave – Leave of absence taken in blocks of time of no less than one hours, or a reduction of the normal work schedule. Blocks of time will be arranged based on medical documentation or by approval of the department manager. Doctor's appointments, physical therapy appointments, etc. will not be counted as intermittent FMLA leave.
2. Serious Health Condition – An illness, injury, impairment or physical or mental condition within the following categories except as provided in Section 4 below:
 - a. "Inpatient care" as defined in 29 CFR 825.114, or "continuing treatment" by a health care provider as defined in 29 CFR 825.115;
 - b. Incapacity for more than three (3) consecutive full calendar days and "continuing treatment" by a health care provider;

- c. Absences from work because of continuing treatment by (or under supervision of) a health care provider for a chronic or long term health condition that is either incurable or would likely result, if not treated, in your being incapacitated for more than three (3) calendar days; or
- d. Any period of incapacity due to pregnancy, or for prenatal care.

4. **Injury On Duty Provision**

- 1. Whenever a TPPA employee has been granted leave pursuant to G.L. c. 41 § 111F, the City may designate such employee on FMLA leave, concurrent with G.L. c. 41 § 111F leave, once the employee has been receiving G.L. c. 41 § 111F benefits for a period of ninety (90) calendar days.

5. **Policy**

- 1. The City of Taunton is an employer covered under the Family and Medical Leave Act of 1993, as amended. As such, eligible employees in the bargaining unit represented by the TPPA shall be granted family and medical leave under the following circumstances:
 - a. The birth and care of the employee's child;
 - b. The placement of a child in the employee's home for adoption or foster care;
 - c. To care for the employee's seriously ill spouse, parent or child;
 - d. To care for the employee's own serious health condition that prevents him/her from performing his/her job duties except as provided in Section 4 above.
- 2. Eligible employees will also be granted family and medical leave under the following circumstances:
 - a. Up to 12 weeks of leave because of a qualifying exigency that arises out of the active duty or call to active duty status of a spouse, son, daughter, or parent;
 - b. Up to 26 weeks of leave to care for the employee's spouse, son, daughter, parent or next of kin, if that person is a covered service member with a serious injury or illness.
- 3. Unless eligible for contractual paid leave entitlements, FMLA is unpaid leave. All employees in the bargaining unit represented by the TPPA will be notified

in writing about the provisions of FMLA upon adoption of this Policy. New employees will be notified upon hire.

6. Procedures

1. Amount of Leave – Eligible Employees in the bargaining unit represented by the TPPA are entitled to up to 12 weeks of FMLA leave in a 12-month period. The City of Taunton uses a fiscal year method for FMLA calculations, from July 1 through June 30th of a given year. Additional leave benefits are available to care for persons identified in ¶5 (2)(b) of this Policy.
2. Intermittent Leave/Reduced Hours Schedule/Modified Work Schedules – Intermittent leave shall be allowed when medically necessary for an employee's own serious health condition or to care for a child, spouse or parent with a serious health condition. In the case of birth or adoption, intermittent leave or reduced hour schedules shall be allowed on a case-by-case basis at the approval of the department manager. Employees who have requested intermittent leave or reduced hours schedules must indicate on the appropriate attendance sheet the number of hours per week to be designated as FMLA leave.
3. Employee Requests — An employee wishing to use FMLA leave must submit a notice of request that includes a statement of intent to return to work. This request must be sent to the Human Resources Director. The Human Resources Director will then send the employee official notice of his/her rights under the FMLA and the City's policies and procedures. The employee must provide 30 days' notice for foreseeable leave. However, if the employee is using paid leave, the notice requirement set forth in the applicable collective bargaining agreement will apply. Employees will not be required to report any health condition if they are not requesting 111F, FMLA or sick leave.
4. Employer Designation – If an employee is absent from work for ten (10) consecutive scheduled work days which are all due to his/her serious health condition without having applied for FMLA leave on his/her own, the City's Director of Human Resources shall provide the employee with the applicable forms for applying for FMLA leave, including the Health Care Provider form. The employee shall provide his/her doctor or other health care provider with the Health Care Provider form. Both the employee's FMLA application form and the Health Care Provider form shall be completed and filed with the Director of Human Resources within fifteen (15) days after their receipt by the employee. If the completed FMLA forms establish that the reason for the employee's being on sick or other paid leave for at least ten (10) full consecutive scheduled work days is due either to the employee's own serious health condition (other than a serious health condition as set forth in Section 4(1) above) or because the employee is needed to care for his/her spouse, child or parent due to their serious health condition, the employee shall be placed on

FMLA leave beginning as of the eleventh (11th) consecutive scheduled work day of the employee's absence.

5. Medical Certification/Updates

- a. To the extent not prohibited by the applicable collective bargaining agreement, the City of Taunton will require written medical certification in all instances of employee or family member illness. Such medical certification shall be provided to the City on the attached medical certification form, and must be submitted to the City within 15 days of the original request for FMLA leave.
- d. When the employee is on FMLA leave status, the City may, to the extent not prohibited by the applicable collective bargaining agreement, require periodic updates.
- c. To the extent not prohibited by the applicable collective bargaining agreement, the City of Taunton may, on a case-by-case basis determined by the Human Resources Director, require an employee to provide a second opinion regarding the employee's own or family member's illness. If a second opinion is required, it will be at the City's expense.
- d. To the extent not prohibited by the applicable collective bargaining agreement, the City of Taunton will require an employee on FMLA leave for his/her own health condition (other than a serious health condition as set forth in Section 4(1) above) to submit certification of fitness for duty from his/her medical provider prior to returning to work.
- e. If an employee fails to return to work after an FMLA leave as a result of medical necessity, the City will require the employee to provide medical certification. If the employee fails to submit such a certification upon request, the City will assume that the failure to return is not due to a continuing medical condition and the City may recoup any health insurance premiums paid on the employee's behalf during his/her FMLA Leave.

7. Chief's Notification

The Human Resources Director is responsible for determining whether the absence will be designated as leave under FMLA. If an employee requests the use of sick leave for maternity purposes or their own illness, or vacation leave to care for a sick relative, it is the applicable Chief's responsibility to notify the Human Resources Director immediately so that leave may be appropriately designated.

8. Relation to Other Leaves

- a. Employee Illness: The employee must use all available sick leave and/or request days from the applicable sick leave bank in accordance with procedures outlined in the applicable collective bargaining agreements. At the employee's option he/she may utilize any accrued vacation, personal or compensatory time (if applicable and at the approval of the department manager). In accordance with 29 CFR 825.207(a), and this Policy, the City may also require that an employee use paid leave time during a designated FMLA leave.
- b. Family Member Illness: The employee must use sick leave for family member illness, in accordance with procedures outlined in the applicable collective bargaining agreements. At the employee's option, the employee may utilize any accrued vacation, personal or compensatory time (if applicable) and at the approval of the department manager). In accordance with 29 CFR 825.207(a) the City may also require that an employee use paid leave time during a designated FMLA leave.
- c. Mother/Birth: The employee may use up to twelve (12) weeks of accrued sick leave for the birth of a child, and may request the use of additional sick leave if medically necessary, as determined by the employee's treating physician. The employee may also use accrued vacation, personal or compensatory leave if applicable for the birth or adoption of a child, in accordance with the Maternity Leave provision of M.G.L. Chapter 149 and/or the applicable collective bargaining agreement. Eligibility for FMLA leave for the birth of a child expires within 12 months of birth. In accordance with 29 CFR 825.207(a), the City may also require that an employee use paid leave time during a designated FMLA leave.
- d. Father/Birth: The employee may use sick leave, as outlined in the applicable collective bargaining agreement. The employee may also use accrued vacation, personal or compensatory leave for the birth of a child. In accordance with 29 CFR 825.207(a), the City may also require that an employee use paid leave time during a designated FMLA leave. If both the mother and the father are employed by the City of Taunton, a total of only 12 weeks of combined leave is authorized under the FMLA.
- e. Adoption: The employee may not use sick leave for the placement of a child for adoption or foster care in the home, with the exception of emergency clays, as specified in the applicable collective bargaining agreement, unless there is medical documentation necessitating such leave. The employee may use accrued vacation, personal or compensatory leave if applicable for the adoption of a child. In accordance with 29 CFR 825.207(a), the City may also require that an employee use paid leave time during a designated FMLA leave.
- f. Unless the employee provides the Director of Human Resources with written instructions to discontinue his/her use of sick or other paid leave while he/she

is on an FMLA leave that has been designated as such by the Director of Human Resources, he/she shall continue to receive his/her sick or other paid leave pursuant to this Policy or the relevant collective bargaining agreement throughout the period of his/her designated FMLA leave.

9. Payment of Health and Life Insurance Premiums

- a. Employees on paid status will have their employee share of health and life insurance premiums (if applicable) deducted from their paychecks.
- b. Employees on unpaid status for less than one calendar month must pay the appropriate employee share of the premium directly to the City during the week that the deduction would have been made had the employee been on the payroll.
- c. Employees who are on unpaid status for more than one calendar month must pay the employee share of the premium directly to the City, one month in advance of coverage.
- d. Failure to submit such payment with thirty days will result in cancellation of benefits.
- e. Employees who fail to submit such payment will be notified by certified mail that their health/life insurance coverage will be cancelled after 15 more days of non-payment. Reinstatement to the City's plan will involve paying all past premiums owed to the City and may require insurance company approval.
- f. The deadlines provided in this section may be extended by agreement of the parties.

10. Benefits Status/Accumulation

- a. Employees on paid leave status will continue to accrue all leaves and benefits, including the accrual of sick, personal and vacation leave and the accrual of service time for all steps, longevity and other time-based contractual benefits.
- b. Employees on unpaid leave status will have sick and vacation accruals and step and longevity dates adjusted pursuant to the applicable collective bargaining agreement.
- c. The deadlines provided in this section may be extended by agreement between the parties.

11. **Failure to Return to Work**

- a. An employee fails to return to work after an unpaid FMLA leave, unless failure to return is through no fault of the employee, for example, continued physical inability to return to work, the City will require reimbursement for health and life insurance premium payments. The City will recoup these payments through all legal means necessary. The parties will discuss a repayment plan that is not unduly burdensome on the employee.

12. **Continued Leave**

If the employee finds that the 12 weeks of FMLA entitlement is not sufficient, the employee may continue on paid leave if he/she still has unused sick, personal or vacation leave or if there are voluntary donations of sick leave by other members of the employee's bargaining unit, or through the provision of voluntary coverage by other members of the employee's bargaining unit in accordance with the relevant collective bargaining agreement. If additional paid leave donations or voluntary coverage are not available, the employee may request an unpaid leave of absence in accordance with the relevant collective bargaining agreement. Any such request must be in writing to the applicable Chief, with a copy to the Human Resources Director. Any such request shall be honored to the extent permitted in the applicable collective bargaining agreement.

13. **Confidentiality**

All application forms, including the health care provider forms that are submitted to the Director of Human Resources pursuant to this Policy shall be kept absolutely confidential by the Director, *i.e.*, they shall not be shared with anyone else in the Director's Office or in the Police Department, or with any other department or agency of the City, other than the City Solicitor or the City's Labor Counsel for legal advice on the application of the FMLA policy to the individual situation. The forms shall not be shared with anyone else, whether employed by the City or not. Employees should submit forms in sealed envelopes marked "**Human Resources Director - Confidential.**" The forms shall be used only for the purpose of determining whether or not the absence of an employee is due to a serious health condition of the employee (other than a serious health condition as set forth in Section 4(1) above) or his family member as defined in the FMLA and in the applicable regulations. The Human Resources Director may notify the Police Chief, the Taunton Retirement Board and the City Treasurer's office of an employee's status as being placed on FMLA leave.

14. **No Discipline**

None of the documents or information submitted to the Director of Human Resources pursuant to this Policy shall be used in any way for the purpose of disciplining or taking any adverse action against any employee, nor shall any such documents or information be referred to or introduced in any grievance, arbitration, civil service,

prohibited practice, judicial or other type of legal proceeding, other than a proceeding in which the propriety of action that has been taken or not pursuant to this Policy is at issue.


15. Conflicts

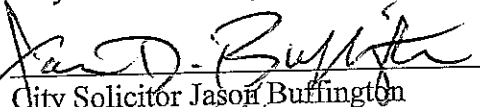
Whenever there is a conflict between any provision of this Policy and the FMLA, the provision that is more beneficial to the employee shall govern.

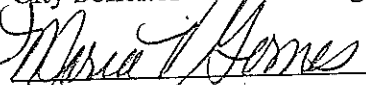
In the event of a conflict between the terms of this policy and the terms of the collective bargaining agreement, the collective bargaining agreement shall govern.

Signed in the City of Taunton on this 29th day of March 2016.

City of Taunton

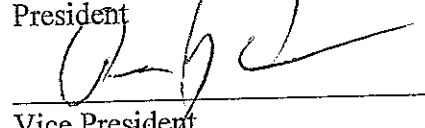

Mayor Thomas Hoye

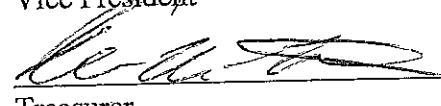

City Solicitor Jason Buffington

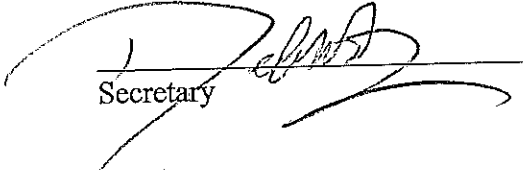

Director of Human Resources
Maria V. Gomes

Taunton Police Patrolmen's Association



President



Vice President


Treasurer


Secretary

1st Relief Representative,


2nd Relief Representative,


3rd Relief Representative, Robert McDonald

APPENDIX A

TAUNTON POLICE DEPARTMENT GUIDELINES FOR THE EXTRA PAID DETAIL HIRING SYSTEM

In order to distribute the extra paid details as evenly as possible in accordance with Article VIII, Section 1 of their collective bargaining agreement, the City of Taunton (hereinafter "the City") and the Taunton Police Patrolmen's Association (hereinafter "the Association" or "the TPPA") hereby agree to the following guidelines for administering the distribution of such details. Whenever the words "officer" or "police officer" are used in this document, it is understood that the reference is to all Patrolmen and Superior Officers in the Taunton Police Department up through and including the rank of Captain. To the extent that this agreement impacts upon such Superior Officers, the Taunton Police Supervisory Personnel Association shall also be a party signatory hereto.

1. Details will be offered first to the officer with the least number of hours, similar to the way shift overtime is distributed.
2. Every job will be worth eight (8) hours. Officers either working or refusing a detail will be charged with eight (8) hours regardless of the number of hours worked or not worked.
3. Officers working in court or on duty working overtime or on a charitable assignment including Honor Guards will not be charged with hours.
4. Officers not home/not answering the phone during the regular detail hiring hours will be charged with eight (8) hours.
5. However, if a detail is requested outside of the regular daily hiring hours of 6:00 a.m. through 10:00 a.m. and 5:00 p.m. through 10:00 p.m., no officer will be charged with refusal hours.
6. The detail hiring officer who is conducting hiring for extra paid details via telephone will allow the phone to ring a minimum of eight (8) times before discontinuing the call.
7. Officers who will be late for duty because of an extra paid detail shall notify their Commanding Officer or Patrol Supervisor.
8. Any officer who accepts an extra paid detail and then cancels out shall receive his eight (8) hour refusal and an additional eight (8) hour penalty.
9. The president of the TPPA shall be notified of any changes or adjustments to any officer's card.
10. The detail hiring system will be done by computer to prevent anyone from tampering with the rules and guidelines.

11. Any changes, deletions or additions to these guidelines must be mutually agreed upon by the TPPA and the City of Taunton.
12. Newly appointed officers to the Taunton Police Department shall not be eligible to work any extra paid details until they have successfully completed their basic recruit academy training and paid their \$100.00 fee to the TPPA.
13. The TPPA shall designate a Patrolman to serve as the full-time detail hiring officer and shall also designate another Patrolman to serve as the assistant detail hiring officer. The full-time detail hiring officer shall be responsible for hiring during his regular five (5) days on duty and the assistant detail hiring officer shall be responsible for hiring whenever the full-time detail hiring officer is off duty provided that the assistant detail hiring officer shall not be required to hire on a day that he is not on duty for any reason. The full-time detail hiring officer shall receive 15% of his regular base salary as extra compensation for all paid time during which he serves in the capacity including vacation pay, holiday pay, sick leave pay, injury disability leave pay and any other type of paid leave. The assistant detail hiring officer shall receive 15% of his regular day's pay for any day or portion thereof on which he is assigned this responsibility.
14. The TPPA shall designate an alternate detail hiring officer who will perform the extra paid detail hiring duties in the event that both the full-time detail hiring officer and the assistant detail hiring officer are unavailable for any reason. The alternate detail hiring officer will also receive a 15% differential of his regular day's pay for any such day that he is required to perform the extra paid detail hiring. In the event that the alternate detail hiring officer is unavailable for any reason, the detail hiring duties shall be performed by the Extra Paid Detail Supervisor and, in the event that he is unavailable for any reason, said duties shall be performed by the Commanding Officer. If either the Extra Paid Detail Supervisor or the Commanding Officer is required to perform the extra paid detail hiring duties in accordance with these guidelines, he will receive a 15% differential of his regular day's pay for any such day.
15. When calling to hire for details, the detail hiring officer will read the entire list of details that are still available so that the officer being called has the first choice of all such details that are still available.
16. The detail hiring officer shall use the manning sheets to determine who is eligible for hiring, as well as the list of those who are working such details at the time. Every effort shall be made to contact the next officer in line to be called including those who are on duty or on details at the time. If a busy signal is received, the detail hiring officer shall go on to the next name on the list and then place a second call to the busy number. This process shall be repeated one more time before that officer is passed by.
17. When the detail hiring officer calls a police officer for a detail assignment and that officer is not at home, the detail hiring officer shall leave a message with whomever answers the telephone to the effect that it is the Police Department calling to see if the police officer

wishes to work an extra paid detail. If the call is being recorded by an answering machine, the detail hiring officer shall leave a message on the recorder to the effect that it is the Police Department calling to see if the police officer wishes to work an extra paid detail and indicating the day, date and time of the call. The detail hiring officer will also call an officer's beeper number and any other numbers on the officer's detail card.

18. If an officer who is not at home when called and for whom a message is left calls back while the hiring for the next day's details is still going on, he shall be permitted to choose from among all of the remaining jobs that are still available at that time.
19. Police officers who are required to be in court may not accept an extra paid detail that would interfere with the hours of their required court appearance.
20. Once an officer has accepted a detail assignment, he will not be permitted to swap his detail with any other officer working a detail.
21. No officer who has accepted a detail will be called to work an overtime shift during that detail.
22. Police officers on extra paid details may use the Police Department's two way radios while on such details subject to their availability.
23. Two separate daily logs shall be maintained by the detail hiring officer and/or the assistant detail hiring officer, the alternate detail hiring officer, the Extra Paid Detail Supervisor or the Commanding Officer, copies of which shall be supplied to the Association by 8:00 a.m. each day in order to enable it to monitor the implementation of these guidelines. The daily logs shall contain the following information:

Log No. 1. shall record a) the name of each officer called; b) the time that each officer is called; c) the response to each completed call such as the acceptance of a detail, the refusal of a detail, ineligible for a detail and the reason for such ineligibility (for example, due to court appearance); d) the reason for each uncompleted call (for example, not at home, no answer or busy signal); e) whether a message was left and, if so, to whom or to an answering machine recorder; and f) the name of the detail hiring officer who placed the call.

Log No. 2. shall record a) the name of the of the contractor, company, school or other governmental unit, group, individual or other entity seeking to hire a police officer (or officers) for a paid detail; b) the number of officers needed; c) the number of hours of the detail (for example, four hours, eight hours, etc.); d) the number of days involved for the detail; e) the location of the detail; f) the date and time the detail first became available; and g) the name of the police officers who accepted the detail.

24. The Police Department's copies of the daily logs and all other records pertaining to the administration of the extra paid detail hiring system shall be available for inspection at all times by any member, officer or other representative of the Association.

25. If a detail cannot be filled by a regular police officer, a retired officer will be called.

Signed in the City of Taunton on this 11th day of December, 1991.

City of Taunton

Taunton Police Patrolmen's Association

By: s/Richard Johnson
Richard Johnson, Mayor

By: s/John Munise, Pres.
John Munise, President

APPENDIX B

1. THE K9 UNIT'S WORK SCHEDULE WILL BE THE REGULAR FIVE (5) DAYS ON AND THREE (3) DAYS OFF, UNDER THE DIRECTION OF THE LINE COMMANDER.
2. THE WORKING DAYS WILL BE ARRANGED IN ORDER TO PROVIDE COVERAGE FOR MOST OF THE DAYS.
3. THE SHIFTS WILL BE SHORT ONE (1) HOUR OF WORK. THE REASON FOR THE SHORTENING OF THE WORKDAY IS TO COMPENSATE FOR THE DAILY CARE AND MAINTENANCE OF THE DOG AND EQUIPMENT.
4. K9 OFFICERS WILL RECEIVE THE 6% SPECIAL ASSIGNMENT PAY INCENTIVE.
5. EACH K9 TEAM SHALL PERFORM 16 HOURS OF K9 PATROL DOG IN-SERVICE PER MONTH. EACH K9 OFFICER SHALL RECEIVE OVERTIME IF TRAINING OCCURS DURING THE OFFICER'S SCHEDULED DAY OFF OR SWAP TIME IF TRAINING OCCURS WHILE AN OFFICER IS SCHEDULED TO WORK.
6. EACH K9 OFFICER SHALL RECEIVE A MINIMUM OF ONE (1) HOUR OVERTIME ON EACH DAY OFF FOR CARE AND MAINTENANCE OF THE DOG, INCLUDING ADDED HOURS FOR EMERGENCY MEDICAL TREATMENT, ETC.
7. FOR THE PURPOSE OF PAPERWORK AND KEEPING TRACK OF OVERTIME, ETC., EACH K9 OFFICER SHALL BE ASSIGNED TO THE 3RD RELIEF. ALL OVERTIME SLIPS FOR DAYS OFF, TRAINING, ETC., SHALL BE SUBMITTED THROUGH THE 3RD RELIEF OFFICER IN CHARGE.
8. ALL K9 EQUIPMENT (CRUISER, MOBILE/STATIONARY KENNELS, COLLARS, LEADS, MAINTENANCE, FUEL, ETC.) SHALL BE SUPPLIED BY THE POLICE DEPARTMENT.
9. ALL MEDICAL BILLS AND DOG FOOD SHALL BE SUPPLIED BY THE POLICE DEPARTMENT FOR THE LIFE OF THE DOG.
10. EACH K9 OFFICER SHALL CONTINUE TO KEEP AND CARE FOR THE DOG AT THE END OF THE K9'S CAREER.
11. SHIFT HOURS FOR PTLM. SCULLY 2000HRS - 0230HRS
SHIFT HOURS FOR PTLM. SWARTZ 2000HRS - 0230HRS (SCULLY'S NIGHTS OFF)
1200HRS - 1930HRS ON OTHER 2 DAYS
SHIFTS ARE TO REMAIN FLEXIBLE FOR APPROPRIATE COVERAGE.

12. APPROPRIATE UNIFORMS AUTHORIZED FOR K9 DUTY TO INCLUDE:
 - BLACK BDU'S
 - BALL CAP
 - K9 INSIGNIAS
 - LETTERING ON BACK OF BLACK T-SHIRTS, SWEATSHIRTS, JACKETS, UNIFORM SHIRTS, ETC., INDICATING POLICE WHICH WILL BE LARGE ENOUGH TO BE VISIBLE FROM A DISTANCE SO THAT OTHER UNITS CAN EASILY IDENTIFY K9 OFFICER.
13. IF A DOG IS RETIRED, HIS HANDLER SHALL BE THE FIRST OFFICER TO BE CONSIDERED WHEN THE DOG IS REPLACED. THE K9 DOG SHALL BE REPLACED AS SOON AS PRACTICABLE.
14. THE K9 OFFICERS AND THE TPPA EXECUTIVE BOARD PRIOR TO APPROVAL SHALL REVIEW ANY WRITTEN POLICY REGARDING THE USE OF THE K9 UNITS.

APPENDIX C

AN ACT establishing a revolving fund to apply motor vehicle fines to police department expenses and salaries.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

Notwithstanding the provisions of section fifty-three of chapter forty-four of the General Laws or any other general or special law to the contrary, the City of Taunton may establish in the City treasury a revolving fund which shall be accounted for separately from all other monies in the City treasury and to which shall be credited all monies received by said City from fines for the violation of statutes and ordinances related to the operation and control of motor vehicles, parking, and arrestable misdemeanors. Expenditures may be made from the herein established revolving fund without further appropriation; provided, however, that expenditures shall not be made or liabilities incurred from any such revolving fund in excess of the balance of the fund, nor shall any expenditures be made unless approved in accordance with sections forty-one, forty-two, fifty-two and fifty-six of chapter forty-one. The interest and principal of the herein established revolving fund shall be expended for the purpose of providing sector coverage by Taunton Police Department personnel.

APPENDIX D

CITY OF TAUNTON **Communications Policy**

Scope of Policy.

The intent of this policy is to establish a formal set of guidelines for the request, acquisition and use of all City of Taunton communications systems which include but are not limited to mobile devices, electronic mail; voice mail; facsimiles; land-based, cellular, satellite or other communication systems and related equipment. All employees who use a City issued device and associated systems agree by such use to comply with the expectations outlined in this policy statement.

This Policy will be interpreted in a manner consistent with the Collective Bargaining Agreement. In the case of any conflict between the Policy and the Collective Bargaining Agreement, the Collective Bargaining Agreement will take precedence.

Authorization

Whenever in this Policy the employee is required to obtain authorization or consent and the person for whom consent or authorization should be obtained is not specified, permission for that specific activity must be given by the Director of Information Technology/Automation.

Acceptable Use

Business Use Only

City issued communication systems are provided at the expense of the City and are to be used solely to conduct City business, not personal business. Employees may not use City issued systems to communicate information, opinions, or comments without authorization from the City. Employees are prohibited from passing off their view as representing those of the City.

The employee must not use City issued systems in a manner that would reflect badly upon the City, such as sending discriminatory or harassing voice-mail, or engaging in any other illegal or tortious activities. Employees may not use the City issued systems for non-City purposes. To the extent that employees are authorized to utilize a mobile device for personal or other business, they shall reimburse City for the usage.

Proper and improper communication

All employees agree to use City communication systems for proper work related communication. Further the employee agrees not to engage in improper communication. Proper communication is any communication required in the performance of an employee's principal job function that is professional, reasonable and executed with good customer service. Improper communication is any non-work related communication. The Mayor's Office and the Human Resources Department will determine if a communication is considered proper or improper. Notwithstanding the provisions of this paragraph, employees may access news or information via City communication devices provided it is during an authorized or scheduled break and the City incurs no cost.

Members of this bargaining unit may access news or information during breaks and non-active work time at the discretion of the Chief.

No Presumption of Privacy

Any and all communications on City systems are not private and security cannot be guaranteed. Passwords and user I.D.'s are designed to protect the City's confidential, private and/or proprietary information from outside third parties, not to provide employees with personal privacy in the messages.

Employees should assume that any communications that they create, send, receive, or store on City systems may be read or heard by someone other than the intended recipient.

City's Right to Monitor Messages

The City reserves the right to monitor, access, retrieve, read, and disclose to law enforcement officials or other third parties all messages created, sent, received, or stored on the City's Systems without prior notice to the originators and recipients of such messages. Authorized personnel may monitor the communications of employees to determine whether there have been any violations of law, breaches of confidentiality or security, communications harmful to the business interests of the City, or any violations of this Policy or any other City policy. For communications within the Police Department, only the Chief or an authorized designee shall have the right to monitor, access, retrieve, read, or disclose police emails.

Message Restrictions

Communications on City systems may not contain content that a reasonable person would consider to be defamatory, offensive, harassing, disruptive, or derogatory, including but not limited to sexual comments or images, racial or ethnic slurs, or other comments or images that would offend someone on the basis of race, gender, national origin, sexual orientation, religion, political beliefs, or disability. Language used in communications created, sent or forwarded by employees using the City's Systems or use by employees in the course of their employment shall be professional and business like.

Union related communications containing references that would otherwise be considered defamatory, offensive or derogatory will be exempted from this section as long as they are not considered unduly disruptive by the Chief. This exception does not protect communications that are offensive or harassing based on race, gender, national origin, sexual orientation, religion, political beliefs or disability.

Ownership of Messages, Hardware, Access or Telephone Numbers

The City systems and all information stored on them are property of the City. All information and messages *whether City-related or personal* - that are created, sent, received, accessed, or stored on these systems constitute City records. Any hardware issued by the City remains the property of the City. Any telephone numbers or other access numbers are issued by the City and remain the property of the City. The City solely reserves the right to transfer, discontinue or port any telephone or access numbers.

Violations

Violations of this Policy, including breaches or confidentiality or security, may result in suspension of communication privileges, disciplinary actions, and even termination. The City reserves the right to hold the employee personally liable for any violations of this Policy.

Record Retention

As with paper documents created and received by an employee, it is each employee's responsibility to ensure that those electronic messages that should be retained or deleted are

done according to the State's Record Retention Policy
<http://www.sec.state.ma.us/pre/prepdf/guide.pdf>

Prohibited Activities

Employees may not use the City's Systems to: (a) upload, download, or otherwise transmit copyrighted, trademarked, or patented material; trade secrets; or other confidential, private, or proprietary information or materials without the City's authorization; (b) upload, download, or otherwise transmit any illegal information or materials; (c) upload, download, access, create, distribute, or otherwise transmit sexually explicit materials or participate in the viewing of such materials; (d) gain unauthorized access to remote computers or other systems or to damage, alter, or disrupt such computers or systems in any way (nor may employees - without authorization - use someone else's code or password or disclose anyone's code or password, including their own); (e) enable unauthorized third parties to have access to or use the City's Systems, or otherwise jeopardize the security of the City's electronic communications systems; and (f) engage in any other inappropriate, illegal or tortious activities.

While on City premises, at no time, may users access inappropriate websites, such as those hosting pornography, obscene materials or gambling enterprises.

The use of any element of the City's computer system including Internet access located on City property, for the receipt or transmission of information disparaging to other based on race, national origin, sex, sexual orientation, age, disability, or religion is not permitted under any circumstances.

Bargaining unit members whose job functions require them to access or download material that would otherwise be prohibited under this section of the policy, will not be considered to be in violation of this policy for accessing or downloading such materials.

Message Creation.

Employees must use the utmost care in creating messages on the City's systems. Even when a message has been deleted, it may still exist on a back-up system, be recreated, be printed out, or may have been forwarded to someone else without its creator's knowledge. As with paper records, proper care should be taken in creating electronic records, which can affect the City's reputation and which the City may someday have to produce in connection with a lawsuit.

Only Approved Software To Be Used.

Before any software may be used within the City on any of the City's Systems, the software must be virus tested and approved for use by the Director of Information Technology/Automation and each copy must be registered with the City. No copy of software may be used unless the City has a valid license to use that copy. Employees are not permitted to make additional copies of any software, without authorization and proper registration of the copy. Use or distribution of all licensed software or all licensed copies of software is not only against City policy, it is also illegal. All software must be stored in the Computer Department unless otherwise authorized by the Automation Director.

Viruses.

Any files downloaded from the Internet and any computer disks received from non-City sources must be scanned with virus detection software before installation and execution. The introduction of viruses, attempts to breach system security, or other malicious tampering with any of the City's systems is expressly prohibited. Employees must immediately report any viruses, tampering, or other system breaches to the Director of Information Technology.

Selling and Purchasing.

City's standard purchase and sale policies apply to all purchase-and sales-related activities conducted via the City's Systems.

Uploading to City Web Site/Internet.

Employees must not place City or customer material - such copyrighted software or other materials, internal memos, City trademarks - on the City Web site or any publicly-accessible Internet, unless the posting of these materials has first been approved by the Director of Information Technology.

Monitoring.

To help insure that compliance with this Policy authorized City representatives may monitor the use of the City's Systems from time to time. This may include listening to stored voice-mail messages, reading e-mail message and inspecting any other computer systems files or information.

Mobile Communications

Criteria for requesting a mobile communications device

In order for an employee to be eligible to receive a city issued mobile communications device the employee must meet at least one or more of the following criteria:

- Employee is required to be on-call on a 24 X 7 basis
- Employee's principal job function requires regular travel and is considered a mobile employee
- Employee is a member of the City of Taunton Emergency Team as established by the Mayor
- Certain public safety employees may be eligible for a city issued mobile communications device
- Under certain circumstances as authorized by the Mayor

Procedure for obtaining a mobile communications device

Any employee or department manager requesting a city issued mobile communications device must adhere to the following procedure:

- The employee must sign the Mobile Communications Policy acknowledging their understanding of the acceptable use of mobile communication devices.

Monitoring of Mobile Communications

To help insure compliance with this Policy, the City reserves the right for authorized City representatives to monitor the use of the City's Systems. This may include, but not be limited to, reviewing account activity, changing passwords and listening to stored voice-mail messages.

All mobile communications usage will be monitored quarterly by the Information Technology Department. The City of Taunton reserves the right to discipline any employee who fails to comply with the Mobile Communications Policy. Departments may be required to seek a transfer of funds to cover any costs related to improper or uncontrolled communications on city issued devices or systems.

Departments with employees who have been issued mobile communication devices will be financially responsible for overages incurred by excessive, uncontrolled or improper usage. In certain instances the employee may be required to reimburse the City of Taunton for the costs of improper communications on city issued devices or systems.

Effective Date: The effective date of this policy will be the date upon which it is finally accepted by this collective bargaining unit.

Discipline: The disciplinary action resulting from infractions of this policy shall be subject to the terms of any applicable collective bargaining agreement and contract pursuant to Section 108(O) of Chapter 41 of the General Laws. No employee may be disciplined for violations of this policy occurring prior to the effective date of the policy.

Applicability: Provisions of this policy shall be subject to superceding provisions including any amendments hereto of any contract pursuant to MGL Chapter 150E and MGL Chapter 41, Section 108(O).

Tear off here

I acknowledge that I have received the City of Taunton Communication's Policy

Signature

Printed Name

Date